



MEMORANDUM

FROM: Carrie A. Swain, Clerk DATE: May 9, 2017
Board of Education

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, May 11, 2017,
5:30 p.m., Duggan School
Notice of Regular Meeting – Thursday, May 18, 2017,
6:30 p.m., Waterbury Arts Magnet School, Atrium

The Committees of the Board of Education will meet on Thursday, May 11, 2017 at 5:30 p.m., Duggan School, 38 West Porter Street, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. Committee of the Whole/20 minutes ~ Principal’s Report [BFC: n/a] (no backup) – Patricia Frageau.
2. Committee of the Whole/10 minutes ~ Discussion: Harvey Hubbell Documentary (no backup) [BFC: n/a] – N. Buckley, D. Mortensen, Mary Gillis/Literacy How.
3. Committee on Curriculum/10 minutes ~ Request approval of the Educational Technology Plan (no backup) [BFC: G2/03] – D. Schwartz, W. Zhuta.
4. Committee of the Whole/5 minutes ~ Waterbury Teachers Association [BFC: n/a] (no backup) – K Egan.
5. Committee on Finance/10 minutes ~ Request approval to apply for the CT Department of Administrative Services “Alliance District’s School Buildings Grant Program/Second Round” (to be distributed) [BFC: n/a] – R. Brenker, L. Allen Brown, S. Sullivan.
6. Committee on Finance/5 minutes ~ Request approval of a Construction Contract with Waters Construction Company, Inc. for pavement preservation services at Wilby and Crosby High, and North End and Wallace Middle Schools [BFC: n/a] – R. Brenker, S. Sullivan.
7. Committee on Finance/5 minutes ~ Request approval of Amendment 3 to the Agreement with College Board [BFC: G4/01] – P. Whyte.
8. Committee on Finance/5 minutes ~ Request approval to apply for the 2017-2019 CSDE Individuals with Disabilities Education (IDEA) Entitlement Grant (CONSENSUS NEEDED) [BFC: G3/01] – E. Skoronski.
9. Committee on Finance/3 minutes ~ Request approval of an Agreement with Area Cooperative Educational Services to provide educational services to students per their IEP [BFC: n/a] – M. Baldwin.

10. Committee on Finance/3 minutes ~ Request approval of an Agreement with American School for the Deaf to provide educational services to students per their IEP [BFC: n/a] – M. Baldwin.
11. Committee on Finance/3 minutes ~ Request approval of an Agreement with Benhaven, Inc. to provide educational services to students per their IEP [BFC: n/a] – M. Baldwin.
12. Committee on Finance/3 minutes ~ Request approval of an Agreement with Specialized Education of Connecticut d/b/a High Roads School to provide educational services to students per their IEP [BFC: n/a] – M. Baldwin.
13. Committee on Finance/3 minutes ~ Request approval of an Agreement with St. Vincent's Special Needs Center, Inc. to provide educational services to students per their IEP [BFC: n/a] – M. Baldwin.
14. Committee of the Whole/5 minutes ~ Update: Board of Education's 2017 Meeting Schedule [BFC: n/a].
15. Committee on School Facilities & Grounds/5 minutes ~ Use of school facilities by school organizations and/or City departments [BFC: n/a].
16. Committee on School Facilities & Grounds/5 minutes ~ Use of school facilities by outside organizations and/or waiver requests [BFC: n/a].
17. Superintendent's Notification to the Board/5 minutes: [BFC: n/a]
 - a. Athletic appointments effective immediately:
 Colgan, Mary – Unified Sports Lead, NEMS.
 DiGiovanni, Stacey – Unified Sports Lead, WAMS.
 Elsemore, Lisa – Softball Coach (split), WSMS.
 Jannetty, Dana – Year-long Unified Sports Associate, WMS.
 Klein, Jeremy – Baseball Coach, WMS.
 Palladino, Erica – Softball Coach (split), WSMS.
 Pearl, Amy – Cross Country Coach, NEMS.
 Perugini, Gianni – Unified Sports Associate Coach, WAMS.
 Tansley, Stephen – Unified Sports Associate Coach, WAMS.
 - b. Appointments:
 Theriault, Michael – Summer School Coordinator, SOAR to Success.
 - c. Grant funded appointments:
 Correa, Marlene – Recreation Specialist, 21st Century After School Program, maximum of 10 hours p/week at \$12 p/hour.
 Gibson, Yamia – Recreation Specialist, 21st Century After School Program, maximum of 10 hours p/week at \$12 p/hour.
 Kanwal, Sibgha – Recreation Specialist, 21st Century After School Program, maximum of 10 hours p/week at \$12 p/hour.
 - d. Teacher transfers effective August 2017:

NAME		FROM	TO
Alonzo	Joanne	Wilson Gr 3	Washington Gr 3
Azzara	Rachel	Chase Gr 2 Temp	Chase Gr 2 Perm
Bacote	Tiffany	WMS Special Ed	Rotella Special Ed
Barone	Stephen	WSMS Gr 7 Soc. St. Temp	WSMS Gr 7 Soc. St. Perm
Briggs	Alyson	Reed Gr 7 ELA Temp	Reed Gr 7 ELA Perm
Brown	Cara	WHS Special Ed	NEMS Special Ed
Byrnes	Kristina	Bucks Hill Annex Pre-K SPED Temp	Bucks Hill Annex Pre-K SPED Perm
Carroll	Shabana	Rotella Gr 4	Bunker Hill Gr 3

Chasse	Christa	Regan Gr 5	Tinker Gr 4
Ciccone	Melissa	Wilson Reading/Title I	Bucks Hill Literacy/Title I
Connor	Heather	Bucks Hill Annex Pre-K Special Ed	Districtwide Community Sites Pre-K Special Ed
Couture	David	Tinker BDLC	Tinker Special Ed
Defilio	Rachel	Wilson Gr 5	Tinker Gr 5
Dodge	Melissa	NEMS Special Ed Temp	NEMS Special Ed Perm
Dombrowski	Jason	Regan Gr 4	Maloney Gr 4
Donohue	Kelly	CHS Gr 10 ELA	CHS TAG
Gendron	Courtney	Wendell Cross Pre-K SPED	Wendell Cross Gr K Reg. Ed
Grella	Micaela	CHS Italian Temp	CHS Italian Perm
Jacobs-Vazquez	Shakira (Corrected)	Bucks Hill Gr 5 Temp	Bucks Hill Gr 5 Perm
Liguz	Anna (Corrected)	NEMS Science Gr 6 Temp	NEMS Science Gr 6 Perm
Lucian	David	Duggan/Reed Computer Temp	Duggan/Reed Computer Perm
Marcal	Nicolette	Tinker Gr 4 Temp	Tinker Gr 4 Perm
Matthews	Heather	CHS Special Ed	Enlightenment Sp Ed
Modenese	Heather	NEMS Gr 8 Math Temp	NEMS Gr 8 Math Perm
Olsen	Lauren	Tinker Gr 1	Maloney Gr 1
Palmer	Christina	Carrington Gr 4	Driggs Gr 4
Pawson	Erica	Walsh Gr K (Involuntary Transfer)	Walsh Writing Gr 1,2,3
Quintana	Michelle	Wendell Cross Gr K (Involuntary Transfer)	Wendell Cross Gr 1
Robalino	Alexandra	Bucks Hill Bilingual Gr 1 Temp	Bucks Hill Bilingual Gr 1 Perm
Saucier	Anne Marie	Reed Special Ed Temp	Reed Special Ed Perm
Shaposhnikova	Marianna	WMS Math	WHS Math
Strumi	Manuela	Chase Gr 2 Temp	Chase Gr 2 Perm
Walczyszyn	Magdalena	Rotella Art	Wilson Art
Williams	Alana	WSMS Gr 6 ELA	WSMS Gr 6 Math

e. Retirements:

Haxhi, Rami – Music Teacher, Tinker School, effective July 1, 2017.

f. Resignations:

Brown, Stacey – Science, Reed School, effective 05/19/17.

Cheatham, Major (Doug) – Speech/Language Pathologist, eff. 06/21/17.

Cook, Michael – Information Technology, WCA, effective 05/12/17.

Rubock, Naomi – Special Education, CHS, effective 06/30/17.

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education

Why Waterbury?

With large percentages of low-income children and English Language Learners, the Waterbury Public School system has made an on-going commitment to provide its teachers with embedded professional development to ensure that children learn to read. This support began as part of the Early Reading Success legislation that the state passed in 1999. Waterbury leaders, including Senator Joan Hartley and Liz Brown, made sure that Waterbury administrators and teachers were part of the first cohort of state educators that participated in grants that provided this support.

When award-winning filmmaker Harvey Hubbell approached me stating that he wanted to tell a story about kids receiving good reading instruction and that he was looking for a district that was 'doing things right,' I immediately thought about Waterbury. And the more I thought about his request and *Why Waterbury*, I concluded that Waterbury was the perfect place to tell his story... because to get the job done right, requires strong committed leadership and an ongoing commitment to professional development.

Waterbury has continued to focus on literacy as a primary focus areas across the entire district. Under Dena Moura's leadership, with her vision for alignment and multi-tiered **systems of support**, and support from another strong leader, Waterbury's Chief Academic Officer Darren Schwartz, this laser-like focus has continued since Literacy How began its work in Waterbury in 2001 (as Haskins Reading Fellows).

In addition to the embedded coaching support that has bolstered the teachers' ability to teach students how to read, the state reading model, CK3LI, brought in the structures needed for tiered systems of support. This work has empowered Literacy How with its long standing relationship in Waterbury to continue its work supporting teachers in how to teach children to read.

We believe that Harvey Hubbell's movie will show that when good reading instruction is supported and in place across a large district, great things can happen. Your teachers, administrators and community representatives have all contributed to this work... an important and well deserved story to be told!

What happens when you teach good teachers and give them the support they need?

What if you place these teachers in first-grade classrooms and jump start literacy?

What could our future look like if we refocus and invest in early educational intervention?

Waterbury is a documentary mini-series that looks at these questions through the first-hand learning experiences of teachers and early readers who are reinventing how we can support and foster good education. Because when good teachers are taught, coached and mentored, positive benefits ripple out for students, administrators, and communities.

Waterbury follows the progress in an academic year with a group of mentored teachers and their early learners as they build literacy and life skills together through innovative, community supported methods in the Waterbury public schools. It is a first-hand documentary about changing our understanding and approach to early learning and education in a changing America.

There is an undeclared war in our country for the hearts and minds of our youngest citizens. The frontline of this conflict are our K-12 classrooms, and the soldiers are our teachers. This educational war is being lost daily due to underfunding and under appreciation. The collateral damage is evident in our overfilled prisons, our high levels of poverty, unemployment and dropout levels.

We can face the challenge of educating across differences with innovation, inclusion and early starts, and by supporting our biggest assets on the ground: our educators. Waterbury will document what good teaching and learning look like, and how that can change the world, one student at a time.

The series will be released by Seedling.tv, a newly launched media channel dedicated to education, innovation and community building.

Harvey Hubbell V is an award-winning filmmaker whose documentaries have garnered over 50 film festival awards, including 4 Emmy's. His Connecticut-based production company, Captured Time Productions and Seedling.tv channel are dedicated to producing cause-driven content that seeks to solve critical social issues including education, community building and wellness.

Egan Statement to the BOE – 2016-2017 WTA Survey & Climate 5-11-17

Distinguished Board Members, my name is Kevin Egan, President of the Waterbury Teachers Association, an organization comprised of 1,600 of the finest professional educators in the state of Connecticut. I come before you tonight with the goal of raising awareness to a number of troubling developments this school year that pose a threat to the continuation of educational progress in Waterbury.

Please know that the issues do not lie with the students nor with our teachers. Indeed, every single Waterbury teacher that we represent wants desperately to effectuate educational excellence for Waterbury students. Every day our teachers devote themselves to the City's students, both in the classrooms, on the athletic fields and in the various student clubs. Every day our students come to school looking for opportunity and for the kind of hands on, dynamic teaching that our teachers strive to provide above all else – a goal that motivates and inspires the collective efforts of Waterbury students and teachers alike.

I can state today that our teacher's commitment and zeal to attainment of these goals remains intact, despite major obstacles that have been put in place that jeopardize all our efforts. One such obstacle to teacher and student success revolves around the direction of English Language Arts in Waterbury. For over two years now the WTA has heard from hundreds of Waterbury ELA teachers

expressing concern for their students, and this concern derives from claims of a systematic decline in programmatic quality and consistency as a result of numerous directives from the Department of Learning and specifically changes made to the ELA curriculum and assessment testing. These concerns ultimately led to the WTA conducting two surveys over the past several months undertaken by 365 ELA teachers on a variety of topics related to assessment and curriculum effectiveness, communication, teacher support and morale.

The report that the WTA has presented to you tonight is based on the survey and I must disclose that the results are disheartening, **as over 80% of ELA teachers report low morale as a result of recent curriculum and assessment changes**, as reported on page 4 of my executive summary and pages 11 and 18 of the comprehensive survey report. **A significant majority of ELA teachers also report that current instructional focus is negatively impacting student learning and instruction**, as reported on page 11. Regarding professional support and guidance with respect to the new curriculum, over 65% of middle and high school ELA teachers say there is minimal or no professional support, guidance and assistance provided by Learning Department officials, as reported on page 17 of the report. In **every** category, surveyed ELA teachers are worried for their students about the current direction of the ELA department. Perhaps more compelling are the actual teacher comments provided throughout the report and in the appendixes,

as this is where we hear the passion of our teachers and student advocacy at its most compelling.

The WTA implores all of you to focus on the survey comments in order to see in practical terms how fanciful ideologies, lacking careful and deliberate planning, result in disjointed and unrealized programmatic expectations that undermine our teachers and create a level of **hopelessness** in terms of the direction the District is headed. Most of the teacher comments revolve around the Learning Department's overreliance on student assessment testing at the expense of student learning, as our teachers continue to have their **teaching time stripped away** by endless assessments, many of which are not even mandated by the state and have no pedagogical value. I have a very simple message to combat this epidemic:

Please allow our teachers to teach!

Lucky for this City, our teachers are resilient and will fight for what is right for their students. We believe this spirit of resiliency, passion and student concern is echoed throughout this report, because on pages 20 and 21 we have summarized the current deficiencies and made corrective recommendations to the Board. We hope this report provides a level of insight and perspective from our teachers to the Board and we hope that you will accept this survey as part of a larger effort to ensure our teachers have every resource they need to bring their passion and spirit of learning to our City's students.

Another matter of great concern to all of our teachers is the recent decline of WTA-District relations. In the last eight months, **33** grievance complaints have been filed, a number greater than in any previous year of the WTA's existence. And there is still over a month of school remaining. In addition, there have been a multitude of arbitrations, unfair labor practice complaints and related legal disputes that have cost the District and their taxpayers likely thousands of dollars in legal and other processing fees. In the past, many of these claims could be amicably settled in the early stages or without resort to formal filings. However, the breakdown in communication and inability of school officials to resolve many of these disputes continues to be the prime factor in the escalation of issues to more serious and costly levels of legal complexity. This failure to resolve matters quickly, or in many cases to fail to respond at all, also has a negative impact on teacher morale, as the District's unresponsiveness to legitimate teacher concerns only exacerbates an already strained dynamic between District and WTA officials and the teachers that we represent.

Other matters of great concern to the WTA involve the lack of District support for teacher's faced with student discipline issues, as a failure to adequately support teachers addressing real disciplinary concerns, ultimately this has an adverse impact on the students who come to school every day prepared to learn. In addition, burdensome special education testing protocols that are overwhelming

our hard working special education teachers and substitute teachers filling long term positions that should legally be filled with WTA professional staff. Every one of these issues could be resolved if District educational department leadership would be willing to tackle these challenges and work mutually to resolve them. Unfortunately, the longer these important matters go unresolved the harder it becomes to fix them.

The low morale, the lack of resources, the absence of curriculum, the lost communication, the top-down philosophy, the detachment of district officials to our teachers on the front line, all of it... the magnitude of these concerns has risen to a level that I feel **compelled** to be here tonight. I could not in good conscience ignore the desperation I have heard from so many fine teachers over so many months. The running theme for every Waterbury teacher is that they want to support their students in every way possible, nothing more and nothing less.

I ask you tonight, please give them that chance.

Thank you.

WATERBURY TEACHERS ASSOCIATION

English Language Arts
Impact of District Changes to Assessment Testing,
Curriculum, and Data Collection

TEACHER SURVEY REPORT

April 7, 2017



Waterbury Teachers Association

Educating Students. Ensuring Success.

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ACKNOWLEDGEMENT

The Waterbury Teachers Association, as reinforced by the daily efforts of its 1600 professional educator members, is guided philosophically by the motto “Educating Students. Ensuring Success.” Throughout the history of the Association and its strong alliance with the Connecticut Education Association, the organization has fought to improve the educational standards in the City of Waterbury by promoting the endless sacrifices our teachers make towards improving the lives of our students, often under challenging conditions that constantly force our professionals to find creative solutions when confronted with limited educational resources. For decades our members have collectively risen to these challenges and remained focused and positive, a testament to our ability to overcome great adversity in pursuit of the greatest gift that we as caring professionals can impart to our youth: a great education.

WTA teachers have always met these challenges head on, yet we are at present confronted with an obstacle to success that may not be overcome without proactive and immediate assistance from the Waterbury Board of Education. The last two years of increasing demands of assessment testing and data collection, combined with a disjointed and incomplete English Language Arts curriculum, have stretched our teacher’s capacities to the absolute limits, resulting in desperation and a significant lowering of morale. This could no doubt cause a disruption to ongoing student progress and should not be permitted by the Board to continue, as our teachers must be given the resources and proper teaching time they need to be successful and in turn ensure the success of our students.

I would like to thank the hundreds of WTA teachers that participated in this survey and made valuable contributions to its creation. Your collective voices have now been heard.

Sincerely,
Kevin Egan
President, Waterbury Teachers Association

EXECUTIVE SUMMMARY

During the period October 201⁶7 through February 2017 the Waterbury Teachers Association (WTA) conducted a survey of English Language Arts (ELA) teachers within the school district. The survey was designed to measure teacher morale and workload impact as a result of numerous ELA based curriculum and assessment test changes initiated by the Waterbury Director of Learning and subordinate supervisory staff within the Department of Learning.

A total of 365 ELA teachers participated in the multi-question survey and the results illustrate a disturbing trend. Overall, **more than 80% of combined District ELA teachers report low morale** as a result of recent curriculum and assessment changes. The supporting written comments provided by participants clearly identify the failure to provide a comprehensive and uniform curriculum with supporting written lesson plan resources as a significant factor in the morale issue. Moreover, the survey also identified the burdensome assessment testing program embraced by the District as a major detraction from teacher efforts to maintain an enriched learning environment. This was also a contributing factor in the low morale amongst WTA teachers surveyed.

In addition, over 88% of combined survey participants reported multiple hours of additional workday time linked solely to the changes to District assessment testing and data collection, time that otherwise should be used for student instruction. Finally, a majority of ELA elementary school teachers surveyed stated that certain assessments are having a negative impact on student learning and instruction.

The data contained within this report has been disclosed to direct the Board's attention to a serious problem within the Waterbury Department of Education. WTA professional educators participated in this survey due to concern for their students. It is now incumbent upon the Board to heed the collective warnings of our ELA professionals and consider making the necessary changes to ensure a suitable program of education experiences and increasing achievement for all Waterbury students. It is time to help our teachers accomplish these honorable and worthy goals. We owe it to our students.

BACKGROUND

The Waterbury Teachers Association (WTA), an affiliate of the Connecticut Education Association (CEA), is the exclusive representative of 1600 certified professional educators employed by the Waterbury Board of Education (Board). WTA and the Board are parties to a 2016-2019 Collective Bargaining Agreement (Agreement) that outlines the rights and obligations of the parties regarding teaching conditions in Waterbury.

Article 1, Section 2 of the Agreement between the WTA and the Board prescribes that both parties share an important responsibility towards maintaining the highest standard of education for Waterbury students:

The parties hereto recognize their unique and complementary roles, and their mutual commitment to the goals of providing a suitable program of education experiences for each student, and continually improving the achievements of all students. The Board and WTA recognize the importance of stimulating responsible participation of the professional staff and others in the community in discussing the policies and actions that will help achieve these goals. (Article 1, Section 2)

The contract provisions cited above reinforce the significance of WTA participation in the process of ensuring that District changes to curriculum and student assessment testing occur with full WTA input and are designed to maximize teaching resources and time in order to promote a better learning environment for Waterbury students.

Since the 2016-2017 school year numerous programmatic changes occurred affecting English Language Arts (ELA) teachers at the elementary, middle and high school levels. In the spring of 2016 middle school ELA teachers requested assistance from the WTA related to an uptick in student performance assessments and major changes to the curriculum. Teachers at all District middle schools were citing the changes as a significant disruption to the teaching environment, as the lack of a comprehensive curriculum, combined with increasing duties related to the new assessments, caused a disproportionate reduction in actual teaching of the student population. This resulted in the WTA initiating litigation against the District, which is currently pending before the Connecticut State Board of Labor Relations.

Upon commencement of the 2016-2017 school year the issues related to the lack of a comprehensive curriculum, ongoing assessment changes and other related deficiencies intensified at the ELA middle school and high school level. Additionally, changes to curriculum and assessment testing at the elementary school level caused teachers from these grade levels to request WTA assistance. These requests for assistance from the professional staff culminated in the WTA decision to initiate workload and school climate surveys for ELA elementary, middle and high school teachers.

Two separate surveys were undertaken. One encompassed middle school/high school ELA teachers and the other elementary school ELA teachers, both district wide.

Surveys were undertaken October 2017 and completed by February 2017. Teachers from each of the following schools submitted completed surveys:

MS/HS ELA
Enlightenment
Wilby
JFK
WAMS
Crosby
WCA
NEMS
Wallace
Duggan
Gilmartin
WSMS
Carrington

ELEMENTARY SCHOOL ELA
Reed
Rotella
Maloney
Duggan
Washington
Wilson
W. Cross
Sprague
Driggs
Walsh
Bucks Hill
Gilmartin
Generali
Tinker
Bunker Hill
Chase
Hopeville
Kingsbury
Regan

Each survey requested ELA teachers to answer five questions in a multiple choice format. In addition, teachers were requested to provide supplemental written comments pertaining to the workload, curriculum and assessment multiple choice questions. The results have been tabulated and presented in a singular question format for each completed survey.

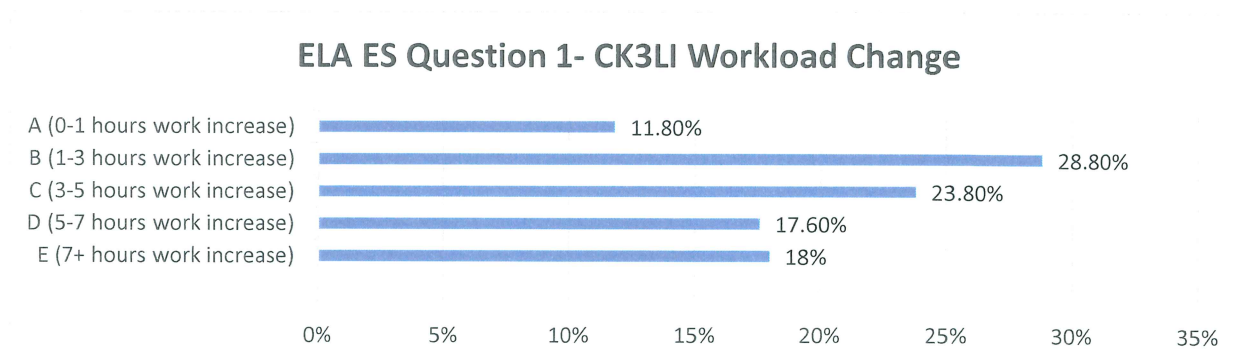
ELEMENTARY SCHOOL ELA SURVEY RESULTS

Introduction

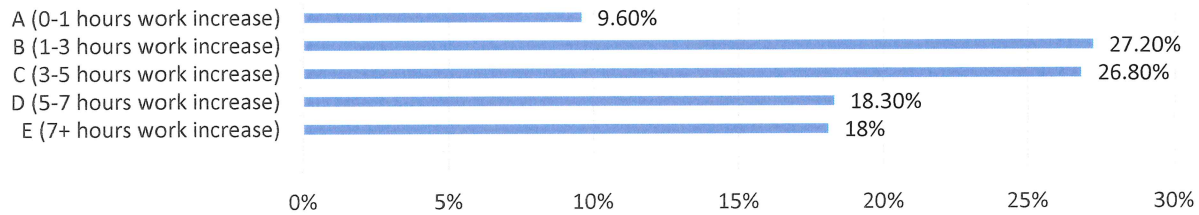
A total of 261 ELA elementary school teachers were surveyed. The survey consisted of five multiple choice questions with a focus on the impact of new and/or changing assessments, Tier 1 focus instruction and their respective impact on teacher morale.

ELA Elementary School Survey Questions 1 & 2 (Work Environment Impact)

The Connecticut K-3 Literacy Initiative (CK3LI) is a program adopted by Waterbury to address foundational reading skills. This program has resulted in numerous assessment tests, the frequency of which has resulted in an increase in the amount of teacher time allotted to address the assessments and associated data collection. The changes to the Tier 1 Focus of Instruction has also had an impact on time management and student instruction. The increases are reflected in the charts below:



ELA ES Question 2- Work Impact Change Due to 2016-2017 Tier 1 Focus Of Instruction



The results illustrate a significant increased workload, with 88.2% (Question 1) and 90.3% (Question 2) of teachers surveyed reporting additional hours devoted to the assessment and instructional changes. The written comments provided by teachers depict an unsettling picture in terms of whether students actually derive any benefit from the changes. Indeed, the ELA teachers have questioned the efficacy of the programmatic changes altogether:

Teacher Comments – ELA Assessments & Instructional Changes

- *The information gained from those extra assessments is helpful for planning small group instruction, but they take up too much of our instructional time.*
- *I feel there is a large amount of time spent testing students and little time left for actual instruction.*
- *With the continual changing of groupings and focus comes the reteaching of classroom procedures for small group/center time instruction. This continual change is then interrupted by weeks of testing which again changes procedures for the daily classroom instruction/times/focus. Without consistency in the classroom, there is a creation of continuing practice and procedure review and refocus.*
- *I feel like all I am doing is testing the students. This monthly monitoring of every student on DIBELS takes away a significant amount of teaching time. On top of that I am progress monitoring my 7 tier II and III students biweekly.*
- *I see no gain in reteaching and readministering the Foundation test scores. I have to reteach for 3-5 days every time there is a test and then retest. While 8 or 9 students retake, I have to find work to keep the others busy. The retests generally show little growth and often kids go down in scores. My stronger students have to sit through reteaching when they don't need it, and again I am losing teaching time.*

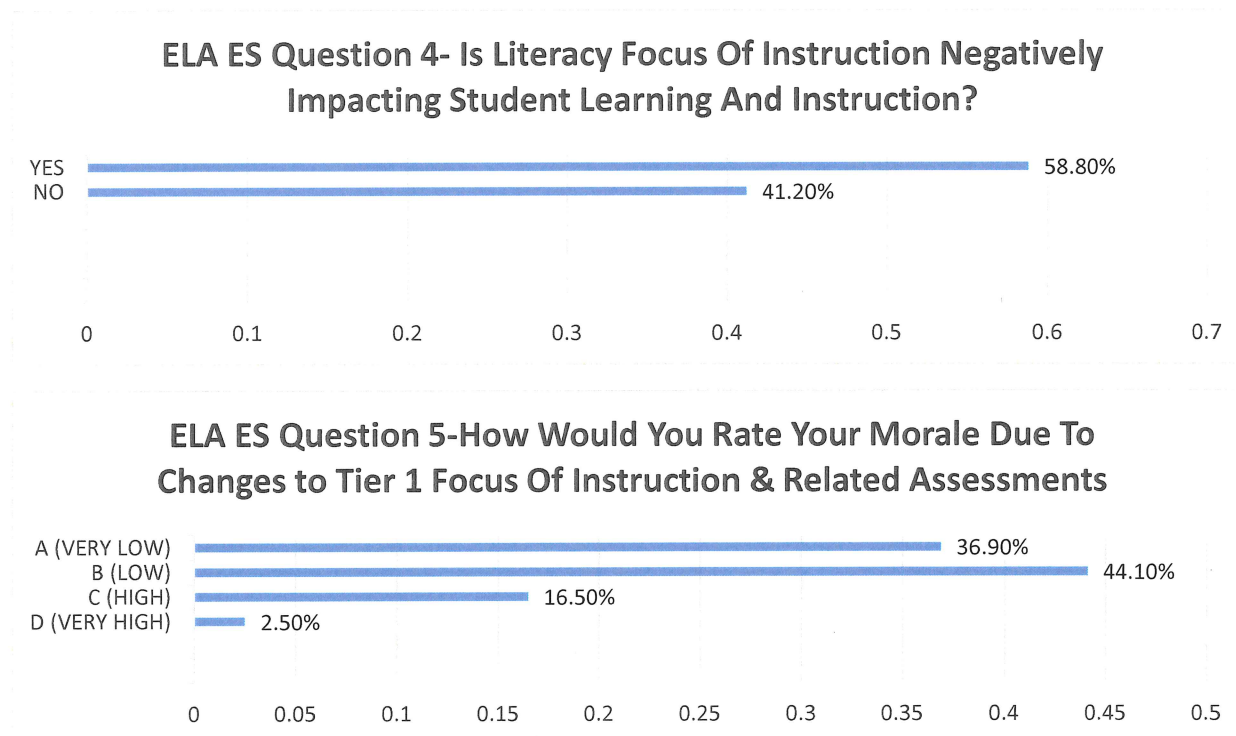
- *Also finding the instructional focus for ELA for each student is ridiculous. I should be able to print a report. I shouldn't have to spend 2 hours going through each student's scores, average numbers and follow a flow chart to see what I should be focusing on.*
- *Lesson planning for small group takes about 2 hrs. Every weekend to plan 4-5 groups for ELA plus lesson planning. Constantly going back to check on class and progress monitoring and data is very time consuming.*
- *The ELA curriculum is bare bones at best. Majority of material comes from internet resources, many don't work. The amount of data collected has become ridiculous. The process has become counterproductive. I feel that I spend more time collecting data than teaching.*
- *Too much time taken away from instruction and used for assessing students. Materials required or needed are not available. Much of my prep time used to analyze data and search for materials.*
- *There have been changes from beginning of year to middle of the year – changes keep adding up. We don't ever stick with something for more than 1-2 years – in the past 8 years there have been 4 different ELA "curriculums" to follow.*
- *Guided reading/small group was to focus on reading, retelling, comprehension. Tier I groups now focus on NWF, PSF, or Dorf. Students falling behind on comprehension skills.*
- *CK3LI impacts our planning and prep time for other areas of our curriculum; preparation for math, guided reading groups, ELA, etc. In addition other CFAs and assessments need to be completed for report cards and math. It also had a negative impact on TRC scores which were lower than years past. Testing time took away from important comprehension skills of reading.*
- *Analysis, data collecting, and recording negatively impacts the amount of prep time necessary to fulfil mandated tasks.*
- *The monthly progress monitoring of Tier I students takes time away from student learning. The interval between testing of kindergarten students is too short. Students' behavior show frustration level, exhibiting fear, irritability, and some form of insecurity because they know they have failed to master a concept.*
- *Valuable time is lost that could have been spent teaching and learning and making the classroom a happier place.*
- *Too much time spent on testing and analyzing. Instructional time lost. We have always assessed but this is excessive. It is impossible to do all that is*

required when you have to do intervention. You either teach the whole class or a select few.

- I am finding much of the testing, grading, uploading, grouping and regrouping, analyzing, and collection of data to be repetitive, time consuming and sometimes unnecessary. Frustrating to be constantly testing instead of being able to teach my class. Impact on teaching time, planning time and motivation of students is negative.*
- Over the past 2-3 years, the job of monitoring, that we have always done, has been so micromanaged that it no longer provides us with data that we can use for instruction. Testing takes up so much of our day, that there is actually very little time for the teaching that these kids so desperately need. We are spending HOURS pulling students for testing, while other students are left to work “independently”, which means they are at best reviewing a concept that has already been taught, but are not gaining any new knowledge.*

Impact On Students And Teacher Morale – A Real District Concern

The answers to Questions 1 and 2, combined with the actual teacher comments, is clearly reflected in the survey responses to Questions 4 and 5:



58.8% of surveyed ELA elementary school teachers believe that the literacy focus of instruction negatively impacts student learning and instruction. As evidenced by the critical written teacher commentary, teacher morale is extremely low, with a full **81.1% of surveyed elementary school teachers with either low or very low morale** due to Tier 1 instruction and assessments. The comments noted here and contained within Appendix “C” highlight the concern Waterbury teachers have for the direction that the District is taking with respect to the elementary school instructional program. The running theme is that there are too many assessment tests causing a reduction in actual teaching. This in turn is creating student frustration and lowering the overall effectiveness of the educational structure. The District would be wise to consider the input and guidance provided within this survey, notably the impressions contained directly within the teacher comments.

Teacher Comments – Instruction/Assessment Changes-Impact On Morale

- *Lesson planning for small group takes about 2 hrs. every weekend to plan 4-5 groups for ELA plus lesson planning. Constantly going back to check on class and progress monitoring and data is very time consuming.*
- *Need more instructional time, nor more testing time. Also, not having in-class support from ELA literacy coach for k-2 has drastically impacted support and morale of teachers.*
- *Too much time taken away from instruction and used for assessing students Materials required or needed are not available. Much of my prep time used to analyze data and search for materials.*
- *Students falling behind on comprehension skills. Morale is low because I feel I have no time to teach my students what they need.*
- *CK3LI (not mandated by state) impacts time needed to complete other subjects and responsibilities. Flow Charts are not teacher-friendly, training was minimal. Decrease in reading achievement is evident.*
- *Extremely frustrating to spend so much time and energy on paperwork instead of actual teaching! Hours and hours of testing and analyzing data and the end result is grouping students exactly as we would have anyway. We know our students – leave us alone and let us teach!*
- *Planning activities with zero resources is exhausting and frustrating. When adding in Tier II or Tier III, small group time is consumed quickly. I have 25 min. per day to teach a whole group Tier I.*

MIDDLE/HIGH SCHOOL ELA SURVEY RESULTS

Introduction

A total of 104 ELA middle school and high school teachers participated in a second survey designed to elicit specific information separate and distinct from the survey conducted at the elementary school level. The genesis of the MS/HS survey derived from a class action grievance filed in March 2017 by several middle school teachers due to claims that District implementation of student performance assessment changes were impacting student instructional time and other changes to the teacher working environment.

The ensuing litigation resulted in the exposure of several alarming trends, notably the lack of a comprehensive, completed school year curriculum, minimal or no supporting instructional resources for teaching purposes and an increasingly burdensome assessment program resulting in a loss of instructional and preparation time. At first, informal WTA polling, combined with WTA meetings with ELA faculty, revealed a growing disconnect between District officials from the ELA department and the teaching staff. Teachers indicated that the failure of the District to provide a comprehensive curriculum, combined with the increasingly heavy reliance on assessments and data collection, was negatively impacting instruction time and teacher morale.

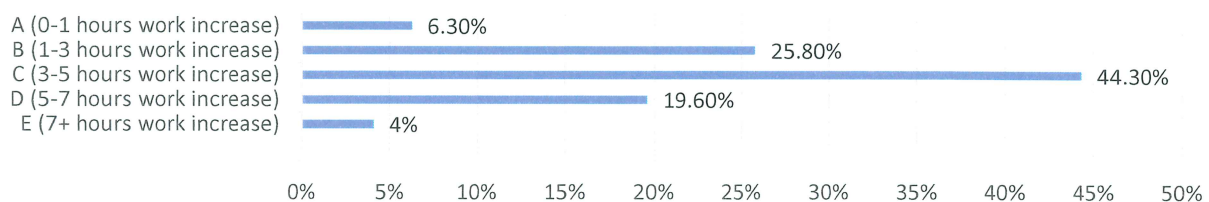
Based on the informal polling, the WTA concluded that a survey questionnaire would be presented to the MS/HS ELA teachers to gauge the perceived impact of District changes to assessments and curriculum.

ELA Middle And High School Survey Questions 1 & 2 (Assessment Changes)

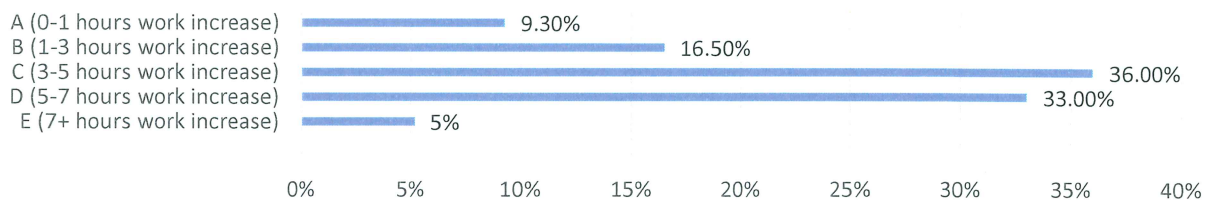
The Performance Assessment (PA) was initiated by the District in the 2015-2016 school year and is currently given to students three times per year by ELA MS/HS teachers. The Common Formative Assessment (CFA) has been regularly used for several years by the District. However, the CFA was changed in the 2016-2017 school year to require a more comprehensive written component and associated grading rubric.

Survey participants were asked in two separate questions whether implementation of the PA and CFA increased the amount of working time devoted strictly to the grading and uploading of the associated testing results, again an issue tied to data collection:

ELA MS/HS Question 1- Increase In Time Spent Grading & Uploading One PA (Given 3 Times Per Year)



ELA MS/HS Question 2- Increase In Time Spent Grading All CFA's In 2016-2017 School Year Compared to Previous Years



The survey result for Question 1 states that 93.7% of teachers stated that the PA adds multiple hours of additional work per test, time that could otherwise be used for actual instruction or for instructional preparation. Regarding Question 2, 90.7% of teachers believe that there are multiple hours of added time spent addressing the

new CFA compared to previous years' iterations. Again, the survey heavily indicates that ELA teachers are spending an increasing amount of time on assessments to the detriment of actual instructional time, a survey result reinforced by the ELA MS/HS teacher comments.

Teacher Comments – ELA Assessments & Instructional Changes

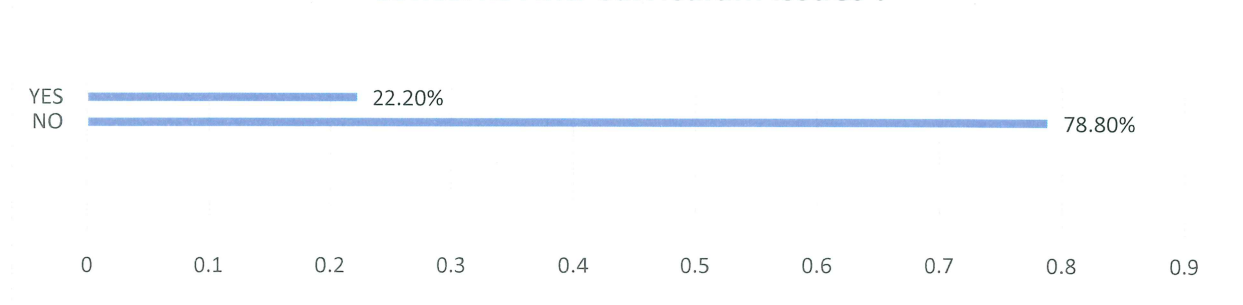
- *Hours spent taking CFA's/PA's and then suggestions for revision are generally ignored. Reviewing student work doesn't lead to any effective suggestions/strategies for improving student performance in a timely manner.*
- *The workload for vetting CFA's and PAs, making corrections to rubrics, and calibrating grading scales is a waste of time because you cannot get teachers all across the district to agree on the way.*
- *CFA's/PA's are not representative of the teaching and learning in the classroom due to lack of curriculum. There is no continuity in what is taught across each grade level within each building, let alone across the district. True CFA's should not take more than one class setting to implement or 5-7 hours to correct*
- *The rubric is very wordy and difficult to understand. It is not fair to test students before teaching them. What I mean by that is the assessment should reflect the curriculum and it does not.*
- *Teachers aren't given enough time to implement the teaching of any skills necessary to complete the PA. Teachers should have the requirements of the assessment well in advance. Also, are we teaching to the SAT? While I agree that the priority standards are important, it seems like we are too focused on assessment. There shouldn't be more than 2 or 3 district assessments during the school year. It's only the end of November and we have given 2 assessments already. I'm concerned as to what this will do to the morale of both the teachers and students.*
- *Not all teachers have been assigned to the CFA and are at a serious disadvantage in evaluating data, administering PA's and completing analysis correctly. Truthfully, I find the PA's and subsequent work involved to be rather useless with data that is not really always consistent or interpreted effectively.*

In summary, the survey comments depict that the PA's/CFA's are counterproductive, ineffective for purposes of driving student instruction and generally not in the best interests of student learning in Waterbury.

Google "Parking Lot" – A Useful Resource For Teacher Support?

The District ELA department utilizes an online program entitled the Google "Parking Lot" to permit Waterbury ELA teachers and District ELA officials to communicate regarding ELA related subject matter. Although the likely goal of "Perking Lot" usage was enhanced communication and professional support, the online tool, as presently being used, appears to be falling short of intended goals.

ELA MS/HS Question 4- Is The Google "Parking Lot" A Useful Tool For Explaining And Clarifying ELA Teacher Questions, Concerns And Curriculum Issues ?

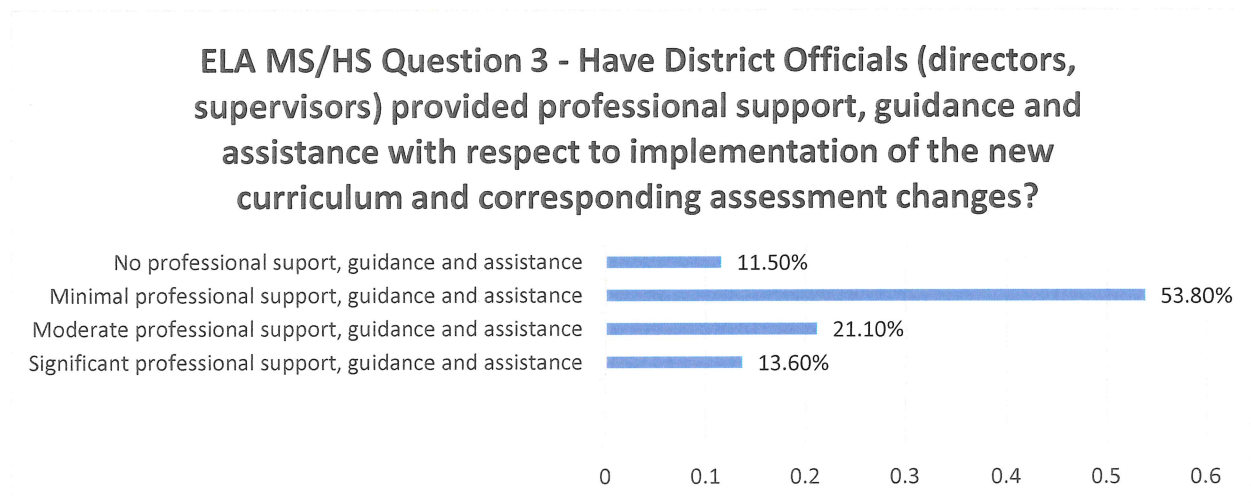


Almost 79% of surveyed ELA teachers believe that the Google "Parking Lot" is not a useful resource for assisting teachers looking for professional support and guidance with respect to the ever changing ELA curriculum and tests. If District ELA officials have earnest intentions to provide constructive assistance in a collaborative and productive manner, the use of Google "Parking Lot" appears to be failing in that respect for the overwhelming majority of ELA MS/HS teachers in Waterbury.

ELA Teacher Professional Development, Support And Guidance – A

Misnomer

Given the endless number of changes occurring in the last two years to the ELA curriculum and assessments, it is critical to ensure that Waterbury teachers receive sufficient professional support to ensure educational best practices are guaranteed. However, the survey results again show that 65.3% of 104 surveyed teachers feel they receive minimal or no professional support, guidance and assistance.



Teacher Comments – ELA Professional Development And Support

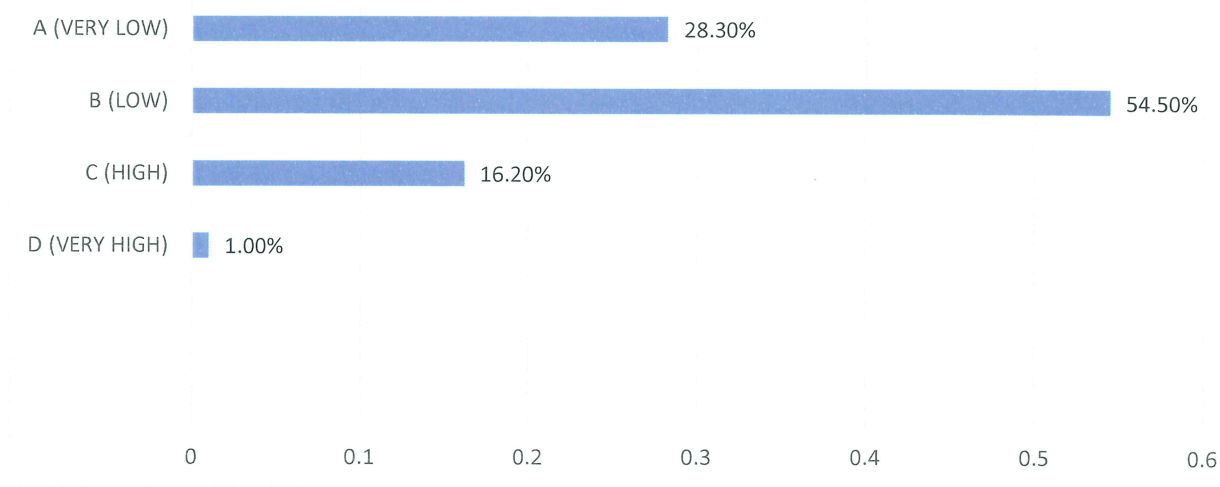
- *Google drive has become futile due to the overload of resources and difficulty in navigating the system. Professional Development has become another useless waste of my time and would be better spent developing lessons, correcting papers, or anything else. The ELA department is not going in the direction that is beneficial to our Waterbury students.*
- *Professional Development time is wasted. This time should be used to expose teachers to new and best practices. Instead, it is repetitive and focused on Google.*
- *When teachers ask questions or post anything in the parking lot, they are not answered or we are given some sort of roundabout.*
- *Professional Development is largely a waste of time as all we do is review documents we were already told are mandatory. Curriculum is “non-negotiable” yet we are not supported. Curriculum is dry and does not engage students.*

- *Professional Development time is used to work on a non-working curriculum instead of being exposed to teaching methods.*

ELA MS/HS Teacher Morale

Given the results previously published regarding assessments and professional support, the survey results regarding ELA MS/HS teacher morale is a natural extension of the desperation and frustration felt by our professional teaching staff.

ELA MS/HS Question 5- As a result of the District's implementation of the new ELA curriculum and related additions/changes to assessments, how would you rate your morale as a Waterbury ELA teacher?



Over 82% of 104 surveyed Waterbury ELA MS/HS teachers have low or very low morale as a result of the ELA department's implementation of changes to curriculum and assessments. The teacher comments echo the morale result, with many teachers expressing dismay for the changes and a feeling that the programmatic changes have been thrust upon teachers without any concerted plan or strategy to address significant gaps in the curriculum, as stated below.

Teacher Comments – Curriculum And Assessment Changes – Impact on

Morale

- *Almost seems like they're trying to force something that has not yet been fully conceptual. It's really unfair to expect teachers to abide by a "work in progress" outline/lenses but then not give us materials, tell us there is no room in the budget for materials, or expect us to force a connection with something we are currently teaching. Everything just seems very unorganized and we (as teachers) are not really thought about how it may affect us.*
- *Grades 11 and 12 have no new curriculum and don't seem to be going in that direction anytime soon. However, my colleagues in grades 9 and 10 are, to me, extremely overwhelmed with the workload that has come with the new curriculum from what I've heard, it's taking away from their passion and drive for teaching.*
- *The "curriculum" has been in draft form for 2 years. No texts have been "vetted". The lack of "vetted" texts forces teachers to utilize resources at their discretion, which creates lack of continuity.*
- *Grades 11 and 12 have no new curriculum and don't seem to be going in that direction anytime soon. However, my colleagues in grades 9 and 10 are, to me, extremely overwhelmed with the workload that has come with the new curriculum from what I've heard, it's taking away from their passion and drive for teaching.*
- *The rubric is very wordy and difficult to understand. It is not fair to test students before teaching them. What I mean by that is the assessment should reflect the curriculum and it does not.*
- *There is an overall tone of negativity regarding the ELA curriculum or lack thereof. Over the summer we were asked to read several books and told that we would be purchasing some. I spent a lot of time reading these books and then we never heard about it again.*
- *The curriculum does not allow for much student engagement. We are often not given enough material for the specified time frame.*
- *I was a part of the curriculum writing team and I honestly can't tell you why I even bothered to waste my time there. Suggestions made by teachers during IDTs are shrugged off, ignored, and "said they would be taken into consideration" but they never are.*

SUMMARY AND RECOMMENDATIONS TO THE DISTRICT

This survey was prepared for the Board in order to raise awareness of deficiencies that exist from a logistical, practical teaching perspective. WTA teachers participated in this survey and provided frank commentary because their goal is to succeed in their profession and provide the highest level of instruction to the students of Waterbury. The overriding message that the Board should derive from this report is that the ELA curriculum and assessment test formats and protocols are defective and require repair. ELA teachers are not being provided with the tools needed to ensure the District provides students with an appropriate education. Waterbury ELA teachers are desperate for success for their students but consistently cite within this survey the following roadblocks to student success:

- Fragmented, incomplete and incomprehensible 2016-2017 curriculum.
- Little or no actual teaching resources, no textbooks, no hardcopy reference materials, imprecise suggestions for obtaining “resource” materials online with no real guidance.
- Overly complex rubrics that teachers lack the time to follow and students cannot comprehend, resulting in frustration and anxiety for teachers and students alike.
- Inconsistent approach towards professional development, use of online resources that fail to provide real teacher support.
- Assessments unaligned with student instruction. Useless data collection due to failure to appropriately time assessments with curriculum rollout.
- Burdensome assessment testing process negatively impacting teacher preparation time; disproportionate reduction in instruction time.
- Communication lapses, teacher feedback unappreciated and unwanted. Superficial collaboration.

In addition to the above, the ELA department has demonstrably failed to recognize the WTA as an integral partner in the Waterbury educational process as cited previously in this report. This failure of recognition and breakdown in communication has resulted in the creation of multiple issues over the course of the last two years that erodes our collective confidence in the direction taken by the ELA department.

The WTA respectfully recommends that the Board of Education consider, among other solutions, the following actions that could assist in the restoration of teacher morale and confidence in the direction of English Language Arts instruction:

➤ **Immediate reduction/cessation of all non state-mandated student assessments.**

Unnecessary assessments greatly infringe on student learning, as teacher instructional time is diminished due to unnecessary assessments that offer little probative value in establishing a definable linkage to ongoing instruction.

➤ **Reversion to a previous, completed version of the District's ELA curriculum.**

The failure of the District to provide a comprehensive, complete curriculum for ELA teachers is unsustainable and must be rectified. Piecemeal rollout of a new curriculum and limited supporting instructional resources is a massive drain on teacher productivity and must be corrected.

➤ **Professional development and support for ELA teachers designed to advance teacher effectiveness and morale.**

ELA teachers should be treated with professional respect and provided with the support tools to address real concerns. cursory attempts to provide so-called support when teachers are not provided the basic tools (full curriculum) and are deprived of instructional and preparation time is meaningless and merely self-serving to ELA leadership. ELA teachers need real solutions to real logistical problems.

The WTA would like to thank the Waterbury Board of Education and Mayor Neil O'Leary for their past and present support of Waterbury's teachers and the overarching goal of enhancing public education in general.

APPENDIX A

ELA Elementary School Teacher Survey Questions

Question 1: Rate your total workload change related to testing, grading, uploading, and grouping students based on CK3LI data (including *changes* this year to “DAZE”) for all students when compared to previous years' versions of assessments (if any) and grouping students. Please provide a total for YEARLONG CK3LI related work increases by projecting out increases based on workload impact TO DATE:

- | | |
|---|-------|
| a) 0-1 hours of additional work during and outside official school workday. | 11.8% |
| b) 1-3 hours of additional work during and outside official school workday. | 28.8% |
| c) 3-5 hours of additional work during and outside official school workday. | 23.8% |
| d) 5-7 or more hours of additional work during and outside official school workday. | 17.6% |
| e) If greater than 7 hours, please indicate total here: _____ | 18% |

Question 2: Rate your total workload change related to analyzing and collecting data for results of all your students based on the NEW 2016-2017 Tier 1 focus of instruction when compared to previous years' versions of analyzing data for Tier 2 and Tier 3 students only:

- | | |
|---|-------|
| a) 0-1 hours of additional work during and outside official school workday. | 9.6% |
| b) 1-2 hours of additional work during and outside official school workday. | 27.2% |
| c) 2-3 hours of additional work during and outside official school workday. | 26.8% |
| d) 3-4 or more hours of additional work during and outside official school workday. | 18.3% |
| e) If greater than 4 hours, please indicate total here: _____ | 18.% |

Question 3: Have District officials (directors, supervisors) provided professional support, guidance and assistance with respect to implementation of the new literacy focus of instruction corresponding with assessment changes?

- | | |
|---|-------|
| a) No professional support, guidance and assistance. | 2.7% |
| b) Minimal professional support, guidance and assistance. | 47.3% |
| c) Moderate professional support, guidance and assistance | 36.4% |
| d) Significant professional support, guidance and assistance. | 13.6% |

Question 4: Is the literacy focus of instruction assessments for CK3LI having a significant negative impact on student learning and instruction?

- | | |
|--------|-------|
| a) Yes | 58.8% |
| b) No | 41.2% |

Question 5: As a result of the District's implementation of the new Focus of Instruction for Tier 1 students and related additions/changes to assessments, how would you rate your morale as a Waterbury ELA teacher?

- | | |
|---------------|-------|
| a) Very low. | 36.9% |
| b) Low. | 44.1% |
| c) High. | 16.5% |
| d) Very High. | 2.5% |

APPENDIX B

ELA MS/HS Teacher Survey Questions

Question 1: Rate your total workload change related to grading and uploading of results of all your students for one Performance Assessment (PA). Your answer can be based on a PA from the 2015-2016 school year.

- | | |
|---|-------|
| a) 0-1 hours of additional work during and outside official school workday. | 6.2% |
| b) 1-3 hours of additional work during and outside official school workday. | 25.8% |
| c) 3-5 hours of additional work during and outside official school workday. | 44.3% |
| d) 5-7 or more hours of additional work during and outside official school workday. | 19.6% |
| e) If greater than 7 hours, please indicate total here: _____ | 4.1% |

Question 2: Rate your total workload change related to grading and uploading of results of all your students based on the NEW 2016-2017 Common Formative Assessment (CFA) when compared to previous years' versions of the CFA:

- | | |
|---|-------|
| a) 0-1 hours of additional work during and outside official school workday. | 9.3% |
| b) 1-2 hours of additional work during and outside official school workday. | 16.5% |
| c) 2-3 hours of additional work during and outside official school workday. | 36% |
| d) 3-4 or more hours of additional work during and outside official school workday. | 33% |
| e) If greater than 4 hours, please indicate total here: _____ | 5.2% |

Question 3: Have District officials (directors, supervisors) provided professional support, guidance and assistance with respect to implementation of the new curriculum and corresponding assessment changes?

- | | |
|---|-------|
| a) No professional support, guidance and assistance. | 11.5% |
| b) Minimal professional support, guidance and assistance. | 53.8% |
| c) Moderate professional support, guidance and assistance. | 21.1% |
| d) Significant professional support, guidance and assistance. | 13.6% |

Question 4: Is the Google Docs "Parking Lot" a useful resource tool for explaining and clarifying ELA teacher questions, concerns and curriculum issues?

- | | |
|--------|-------|
| a) Yes | 22.2% |
| b) No | 77.8% |

Question 5: As a result of the District's implementation of the new ELA curriculum and related additions/changes to assessments, how would you rate your morale as a Waterbury ELA teacher?

- | | |
|---------------|-------|
| a) Very low. | 28.3% |
| b) Low. | 54.5% |
| c) High. | 16.2% |
| d) Very High. | 1% |

APPENDIX C

ELA Elementary School Teacher Survey Comments

- *The information gained from those extra assessments is helpful for planning small group instruction, but they take up too much of our instructional time.*
- *I feel there is a large amount of time spent testing students and little time left for actual instruction.*
- *My main concern is when my time is wasted because the ELA support staff is not clear on how to analyze the focus instruction data, and I have to sit while they try to figure it out.*
- *With the continual changing of groupings and focus comes the reteaching of classroom procedures for small group/center time instruction. This continual change is then interrupted by weeks of testing which again changes procedures for the daily classroom instruction/times/focus. Without consistency in the classroom, there is a creation of continuing practice and procedure review and refocus.*
- *Over the past 2-3 years, the job of monitoring, that we have always done, has been so micromanaged that it no longer provides us with data that we can use for instruction. Testing takes up so much of our day, that there is actually very little time for the teaching that these kids so desperately need. We are spending HOURS pulling students for testing, while other students are left to work “independently”, which means they are at best reviewing a concept that has already been taught, but are not gaining any new knowledge.*
- *I feel like all I am doing is testing the students. This monthly monitoring of every student on Dibbels takes away a significant amount of teaching time. On top of that I am progress monitoring my 7 tier II and III students biweekly. I see no gain in reteaching and readministering the Foundation test scores. I have to reteach for 3-5 days every time there is a test and then retest. While 8 or 9 students retake, I have to find work to keep the others busy. The retests generally show little growth and often kids go down in scores. My stronger students have to sit through reteaching when they don't need it, and again I*

am losing teaching time. Also finding the instructional focus for ELA for each student is ridiculous. I should be able to print a report. I shouldn't have to spend 2 hours going through each student's scores, average numbers and follow a flow chart to see what I should be focusing on.

- I think that this practice is valuable; however, some other things need to be let go to make room, (Ex.: culminating unit assessment project.)*
- I'm all for becoming a better trained teacher, but I think this micro-managing has gotten a little "intense."*
- Our mid-year evaluations as a lot of questions about how we share/collaborate/ plan with our colleagues. Having CPT magically transformed to IDTs means much less of that collaboration. Each IDT results in more work, more data; more planning is what we need. I have 5-6 students in various stages of testing for social/academic identification. The four page surveys are exhausting, blinding, and take up a lot of time Due dates for some data to be sent to the Reading secretary have been moved back. So I feel SOMEONE heard us.*
- When we analyze data, it would behoove all parties involved, most importantly our students, if the most up-to-date data is used. For instance we did MOY in Jan.; yet we still have not officially updated our T1, T2, or T3 groups to reflect that data. In my opinion, teachers should have access to the spreadsheet so that we can update our students' data as it is taken. During data team meetings all we do is watch the reading specialist type in the information in the spreadsheet. This is a complete waste of my time! I would like assistance from the specialist focusing on instructional materials. Furthermore, it is not best teaching practice to completely ignore areas such as fluency and comprehension if a child's focus is accuracy.*
- Nothing has changed to DAZE. The only difference is you can use DAZE for Progress Monitoring instead of DORF. This work has taken away time I used to spend on writing lesson plans or making parent phone calls. But once it is done, things are back to normal – this only happens a few times a year. Facilitator has provided professional support during staff meetings, IDTs, and collab. Days. With anything "new" it takes time to understand and implement.*

- *Q1: Takes a long time to write small group plans for 4 groups. Have to find materials and sometimes have to make lesson props.*
Q2: Regrouping students takes time and sometimes you get 2 different answers of where to put focus of instruction depending on whom you ask. Kindergarten tests for baseline on FSF, yet at midyear it moves to PSF. We had to adjust our EOY predictions adding additional time. Our BOY predictions are not accurate because it is not a true indicator. It does have some bearing, but is not a consistent measure of learning.
- *Lesson planning for small group takes about 2 hrs. every weekend to plan 4-5 groups for ELA plus lesson planning. Constantly going back to check on class and progress monitoring and data is very time consuming.*
- *-The focus on phonics instruction makes it impossible to teach the curriculum in the upper grades. The SBAC doesn't ask student to split words into phonemes. The test measures comprehension skills.*
-The ELA curriculum is bare bones at best. Majority of material comes from internet resources, many don't work.

-The amount of data collected has become ridiculous. The process has become counterproductive. I feel that I spend more time collecting data than teaching.
- *Excessive Tier I testing. No in-class support from literacy coach this year.*
- *Amount of work increased to monitor Tier I students monthly. Tier I students are being informally assessed during small group and with other exit tickets and "dipsticks." Foundations testing is done with reteach and retest for students below 80%, yet Foundations does not address all skills needed for DORF fluency. Need more instructional time, nor more testing time. Also, not having in-class support from ELA literacy coach for k-2 has drastically impacted support and morale of teachers. Modeled or co-taught lessons were helpful. Studying data does address the need for student interaction and support within small groups.*
- *Too much time taken away from instruction and used for assessing students. Materials required or needed are not available. Much of my prep time used to analyze data and search for materials.*

- *There have been changes from beginning of year to middle of the year – changes keep adding up. We don't ever stick with something for more than 1-2 years – in the past 8 years there have been 4 different ELA "curriculums" to follow.*

Testing – who requires??

K-5 Dibbels – State

K-5 TRC – City

CK3LI – not sure

DAZE – state

Progress monitoring – State

- *Guided reading/small group was to focus on reading, retelling, comprehension. Tier I groups now focus on NWF, PSF, or Dorf. Students falling behind on comprehension skills. Morale is low because I feel I have no time to teach my students what they need.*
- *ELA should not consume my whole day both in and out of work. ELA feels they are the only important department in the district. Students are falling behind in math because the ELA Dept. selfishly requires so much of both teachers and students.*
- *ELA Dept. needs to realize the other subjects a k-5 teacher provides instruction for. The Math dept. is down our throats about I READY use, Science CMT coming up, and Social Studies instruction, too.*
- *CK3LI (not mandated by state) impacts time needed to complete other subjects and responsibilities. Flow Charts are not teacher-friendly, training was minimal. Decrease in reading achievement is evident.*
- *CK3LI impacts our planning and prep time for other areas of our curriculum; preparation for math, guided reading groups, ELA, etc. In addition other CFAs and assessments need to be completed for report cards and math. It also had a negative impact on TRC scores which were lower than years past. Testing time took away from important comprehension skills of reading.*
- *Using prep time for CK3LI work may be feasible but it impacts the amount of time needed to complete other classroom tasks – ie: HW folders, parent calls, prep for class, lesson plans, attendance, finding, assimilating and organizing*

work for each day. We are mandated to do other assessments as well. Testing time impacts our instruction time.

- *Using our prep time to do CK3LI work may be feasible but it impacts time needed to complete other classroom responsibilities; takes away from instruction. Reading scores lower than in the past; training was minimal.*
- *Analysis, data collecting, and recording negatively impacts the amount of prep time necessary to fulfil mandated tasks.
Extra testing negatively impacts teaching time as evident by lower scores on other assessments.*
- *The monthly progress monitoring of Tier I students takes time away from student learning. The interval between testing of kindergarten students is too short. Students' behavior show frustration level, exhibiting fear, irritability, and some form of insecurity because they know they have failed to master a concept. Valuable time is lost that could have been spent teaching and learning and making the classroom a happier place.*
- *Extremely frustrating to spend so much time and energy on paperwork instead of actual teaching! Hours and hours of testing and analyzing data and the end result is grouping students exactly as we would have anyway. We know our students – leave us alone and let us teach!*
- *Too much time spent on testing and analyzing. Instructional time lost. We have always assessed but this is excessive. It is impossible to do all that is required when you have to do intervention. You either teach the whole class or a select few.*
- *I have found CK3LI data helpful in driving individualized student instruction. However, the frequency of changing and updating groups / data has been too much. It is challenging and because of the cluster set-up at XXX I teach 3 different levels of ELA. It would be more manageable if focus areas were adjusted less often. In general I find data from Brady-Gillis and Tier I helpful in serving my students.*

- *Tier I teaching in small groups takes up most of the day because it is done in both math and ELA. Planning activities with zero resources is exhausting and frustrating.*
- *Materials are not easily accessible or available.*
- *Teachers seem to be constantly testing; morale overall is low.*
- *Significant amount of testing time; Materials not available; time constraints; Printing /paper /ink not always available; Students stressed with amount of testing; Stress of teachers affect student behaviors.*
- *No core ELA program; No materials; Need Tier II tutors.*
- *Lack of materials; Need time for planning engaging /differentiated lessons; Slow internet speed; No ink /paper; Teachers' level of stress based on workload and lack of materials is reflecting on students and having a negative impact on behavior; Testing environment not appropriate due to noise level /behavior; Need core reading program to effectively teach Tier I reading and integration*
- *Spent 270 extra hours this year; In addition to Tier II and Tier III, Tier I now has to be monitored regularly, tacked and documented adding ten more hours of testing and data analysis.*
- *Downtown does not understand what they are asking of us; facilitator helps, but cannot do extra workload. PD given, but we are then left on our own to complete requirement.*
- *CK3Li is causing students to feel stressed about the amount of testing. No time to teach and give small group support before it's testing time again. Student morale has been negatively impacted because teachers spend more time testing than helping students.*
- *Students are frustrated and acting out leading to lower teacher morale; negative impact on whole school.*

- *Not enough planning time; not enough materials; Google Drive is not easy to work with; Foundations is too rushed, not enough time to test and reteach / test in 2 days.*
- *Negative student behaviors are increasing because teachers cannot manage test and handle class; environment not appropriate for testing.*
- *No core program; no materials; much time spent out of school day looking for materials. Why test and retest Foundations? ELA is not the only subject we teach - Math, etc. Maybe collaboration needed to assess mandates. You have been too long out of the classroom.*
- *No materials; lack of planning time; Modules are not on Google Drive; Everything needs to be printed – ink / paper are issues; Testing environment not appropriate; teachers stressed based on workloads and lack of materials; need core reading program; need more tutors for intervention.*
- *January – extremely stressful: mClass testing, iReady testing, report cards, RLE#3, DAT#3, culminating assessment – ELA – Unit 2, Reading-small group lesson plans, Math-small group lesson plans, Mid-year evaluation, Formal evaluation, PPT paperwork, Black History Month plans.*
- *I can already figure out what they don't know!!! I am seriously lacking the time to teach it. Too much assessment!!! No help!!!*
- *In kindergarten the amount of testing is taking away from instructional time. Most testing is administered 1 to 1. Not able to supervise the class so behaviors increase; Para support is lacking; ELA CFAs don't correlate with report cards. Foundations assessment, progress monitoring, and Math CFAs must be completed. No time to review and plan intervention group instruction; sometimes we test for things not covered or taught. No time for meaningful activities necessary for social development.*
- *The focus on phonics is not appropriate for upper elementary (4-6); research suggests very little can reverse fluency habits after 3rd grade. Instruction needs to focus on higher level thinking skills. Comprehension should be the focus not fluency.*

- *Preparing paperwork requires time, yet does not result in any additional positive results for students. It has not changed how I provide small group instruction. The idea that classroom teachers are going to implement what's expected daily with fidelity is unrealistic. More and more requirements are being crammed into what is already a tightly booked time.*
- *I am finding much of the testing, grading, uploading, grouping and regrouping, analyzing, and collection of data to be repetitive, time consuming and sometimes unnecessary. Frustrating to be constantly testing instead of being able to teach my class. Impact on teaching time, planning time and motivation of students is negative.*
- *Feeling very frustrated due to excessive amount of assessments, data taking, and time limits. Extra time required decreases prep/planning time needed to prepare differentiated lessons. It's disheartening and exhausting to see morale at a low point.*
- *Question #3 – At Rotella, there is currently 3 fulltime ELA support/reading facilitators as well as part-time reading tutors yet classroom teachers receive little help. Administration says there is not enough staff to meet student's needs. Need help with materials and guided reading.*
- *New changes do not allow enough time for collaboration among related service providers. The timed aspect of many assessments do not allow for students to show their knowledge.*
- *TRC takes an enormous amount of time away from Quality teaching, instruction and learning. Only 3-4 students can be tested each day while other students are working independently with little teacher support; computer software glitches; progress monitoring for students on grade level seems a waste of time; more time need to be spent on modeling higher order thinking skills; too much testing and not enough teaching going on.*
- *Time taken away from small group explicit instruction due to testing and progress monitoring.*
- *Not able to teach curriculum due to time constraints.*

- *Due to CK3LI plans, I am not teaching curriculum and I have to create 3 different plans; Workload has doubled and I spend an extra 7 hours per week.*

APPENDIX D

ELA Middle And High School Teacher Survey Comments

- *Texts are too complex for students, lexile level does not account for vocabulary and background knowledge needed. I makeup up all of my own materials and I am constantly requested to share.
Rubrics are confusing and measuring too many skills. Too much time is spent editing rubrics in both data team meetings and professional development.*
- *The curriculum is a snore! It is not engaging for the students or for the teachers. The opening unit is too task oriented and there are far too many papers. Can't roll out the curriculum a day ahead of implementation and expect success! Data team meetings are a waste of time. Hours spent taking CFA's/PA's and then suggestions for revision are generally ignored. Reviewing student work doesn't lead to any effective suggestions/strategies for improving student performance in a timely manner. Curriculum is way too above the students' ability levels resulting in frustration and malaise.*
- *The curriculum is very lengthy with a lot of topics to cover, but very little in regards to teaching techniques and lesson plans that could accompany the curriculum. It is very overwhelming for me to plan, let alone for my students to understand. For example, it took nearly an entire class period to explain the rubric for the CFA's and PA's. The students shut down when they see the language of the rubrics and don't retain the meaning of the expectations so they do not reference it on their own while they're taking the assessment.
Data team meetings are more dedicated to going over the curriculum rather than sharing lesson plans/ideas (what to teach rather than how to teach).*
- *The curriculum implementation is overwhelmingly difficult for my 6th grade students. Suggestions have been made at every data team meeting, yet to little or no avail. There is little support and most teachers do not believe in the way we are delivering the CT State Standards. Students are anxious and are shutting down because of the language used on curriculum documents.
Google drive has become futile due to the overload of resources and difficulty in navigating the system. Professional Development has become another useless waste of my time and would be better spent developing lessons, correcting papers, or anything else. The ELA department is not going in the direction that is beneficial to our Waterbury students.*

- *No supplies and materials
PA's, CFA's poorly written
Poorly organized*
- *The curriculum does not allow for much student engagement. We are often not given enough material for the specified time frame.*
- *I was a part of the curriculum writing team and I honestly can't tell you why I even bothered to waste my time there. Suggestions made by teachers during IDTs are shrugged off, ignored, and "said they would be taken into consideration" but they never are. If one school isn't experiencing a problem and another one is, nothing is done to rectify the school having problems. I can't tell you how many times I've heard, "Well, XXX and XXX aren't having this problem."
When teachers ask questions or post anything in the parking lot, they are not answered or we are given some sort of roundabout.
The workload for vetting CFA's and PAs, making corrections to rubrics, and calibrating grading scales is a waste of time because you cannot get teachers all across the district to agree on the way. They should be doing all this extra work and stop giving us more work to do/show us strategies to implement.*
- *Too much vetting.
Suggestions rarely followed.
Some material is dry/boring/over the kid's level that even I don't want to pass it to the students.*
- *Too much "re-doing" of CFA's and PA's that are put together by and checked by groups before coming to us only to "check over again" (errors, uncertainties, unclear). Then we need to check them sometimes a day before going to print or need to be distributed.*
- *ELA curriculum is not fully completed. It is a skeletal outline. Curriculum should be complete before CFA and PA implementation.
CFA's/PA's are not representative of the teaching and learning in the classroom due to lack of curriculum. There is no continuity in what is taught across each grade level within each building, let alone across the district. True CFA's should not take more than one class setting to implement or 5-7 hours to correct.*
- *Professional Development time is wasted. This time should be used to expose teachers to new and best practices. Instead, it is repetitive and focused on Google. The "curriculum" has been in draft form for 2 years. No texts have been "vetted". The lack of "vetted" texts forces teachers to utilize resources at their discretion, which creates lack of continuity.*

- *The rubric is very wordy and difficult to understand. It is not fair to test students before teaching them. What I mean by that is the assessment should reflect the curriculum and it does not. There is an overall tone of negativity regarding the ELA curriculum or lack thereof. Over the summer we were asked to read several books and told that we would be purchasing some. I spent a lot of time reading these books and then we never heard about it again.*
- *No real curriculum despite months of work.
CFA's are random and lack relevance.
Professional Development time is used to work on a non-working curriculum instead of being exposed to teaching methods.
We are provided with no texts.*
- *Grades 11 and 12 have no new curriculum and don't seem to be going in that direction anytime soon. However, my colleagues in grades 9 and 10 are, to me, extremely overwhelmed with the workload that has come with the new curriculum from what I've heard, it's taking away from their passion and drive for teaching.*
- *Teachers aren't given enough time to implement the teaching of any skills necessary to complete the PA. Teachers should have the requirements of the assessment well in advance. Also, are we teaching to the SAT? While I agree that the priority standards are important, it seems like we are too focused on assessment. There shouldn't be more than 2 or 3 district assessments during the school year. It's only the end of November and we have given 2 assessments already. I'm concerned as to what this will do to the morale of both the teachers and students.*
- *Information based on restructuring of lessons to match / align with new "lenses".
Grade 11 PA and CFA's not complete yet.
Estimated time restructuring lessons and units to match new "lenses" and units.
Ex. Self-identify is approx. 3-5 hours outside of school.*
- *Almost seems like they're trying to force something that has not yet been fully conceptual. It's really unfair to expect teachers to abide by a "work in progress" outline / lenses but then not give us materials, tell us there is no room in the budget for materials, or expect us to force a connection with something we are currently teaching. Everything just seems very unorganized and we (as teachers) are not really thought about how it may affect us.*

- *Stories for PA/CFA's should be those read in class during the marking periods so that there is continuity in learning.*
- *Professional Development is largely a waste of time as all we do is review documents we were already told are mandatory. Curriculum is "non-negotiable" yet we are not supported. Curriculum is dry and does not engage students.*
- *Not all teachers have been assigned to the CFA and are at a serious disadvantage in evaluating data, administrating PA's and completing analysis correctly. Truthfully, I find the PA's and subsequent work involved to be rather useless with data that is not really always consistent or interpreted effectively.*

Comments/Questions:
James W. Tessitore, Esq.
jamest@cea.org



#5

WATERBURY PUBLIC SCHOOLS

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

May 11, 2017

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

RE: Round 2 – General Improvements to Alliance Districts' School Buildings Grant

Dear President Brown and Board of Education Commissioners:

On March 16, 2017, your honorable Board approved the submission of a grant application to the Connecticut Department of Administrative Services for school building improvements to a number of district schools. The total cost for the projects proposed in that grant application was \$1,861,160. Recently the State approved grant projects from that grant application in the total amount of \$1,346,160.

Now, the State is accepting second round applications to the grant program noted above. Given a maximum grant request amount of \$2,000,000, the district may apply now in Round 2 for up to \$653,840. We would like to submit a second grant application for another \$653,840 of projects. Attached are brief descriptions of the round two projects for Rotella Interdistrict Magnet School, West Side Middle School, and Crosby, Kennedy, and Wilby High Schools.

The second application deadline at the Connecticut Department of Administrative Services is May 30, 2017. I respectfully request your approval of this second grant request. Local Board of Education approval is a requirement of the grant RFP. Thank you for your consideration.

Very truly yours,

Louise Allen Brown | 

Louise Allen Brown
Grant Writer

cc: Dr. Kathleen M. Ouellette
Robert Brenker
Shannon Sullivan

Waterbury Public Schools
Alliance General Improvements- Summary by School
May, 2017

School	Amount	Project Description
Crosby High School	\$75,000	Repair/Replace Pool Chlorination/Filtration System
Kennedy High School	\$75,000	Repair/Replace Pool Chlorination/Filtration System
Rotella Interdistrict Magnet School	\$353,840	Repair and Replace Vinyl Composite Tile (VCT)
West Side Middle School	\$75,000	Repair/Replace Pool Chlorination/Filtration System
Wilby High School	\$75,000	Repair/Replace Pool Chlorination/Filtration System
Total:	\$653,840	

DEPARTMENT OF ADMINISTRATIVE SERVICES
General Improvements to Alliance Districts' School Buildings, 2017-2018
Project Description Form

General Instructions: Complete a separate Project Description Form for each facility. Do not report multiple activities at multiple schools on a single Project Description Form.

Project Name: Repair/Replace Pool Chlorination/Filtration System

School Name: Crosby High School

Project Description: Be specific. Describe the area to be affected. Include square footages and quantities where applicable. Describe any special equipment to be installed or materials to be used.
Example: Install new ceiling tiles in main wing classrooms, corridor and library (15,000 sq. ft.).

Repair/Replace Pool Chlorination/Filtration System

Cost Estimates: N/A

Professional Fees and Services: N/A

Materials and Labor: \$75,000

Special Equipment: N/A

Total: \$75,000

DEPARTMENT OF ADMINISTRATIVE SERVICES
General Improvements to Alliance Districts' School Buildings, 2017-2018
Project Description Form

General Instructions: Complete a separate Project Description Form for each facility. Do not report multiple activities at multiple schools on a single Project Description Form.

Project Name: Repair and Replace Vinyl Composite Tile (VCT)

School Name: Rotella Magnet School

Project Description: Be specific. Describe the area to be affected. Include square footages and quantities where applicable. Describe any special equipment to be installed or materials to be used.
Example: Install new ceiling tiles in main wing classrooms, corridor and library (15,000 sq. ft.).

Repair and replace Vinyl Composite Tile (VCT) in Rotella Magnet School (44,230 sq. ft.)

Cost Estimates: N/A

Professional Fees and Services: \$20,000

Materials and Labor: \$333,840

Special Equipment: N/A

Total: \$353,840

DEPARTMENT OF ADMINISTRATIVE SERVICES
General Improvements to Alliance Districts' School Buildings, 2017-2018
Project Description Form

General Instructions: Complete a separate Project Description Form for each facility. Do not report multiple activities at multiple schools on a single Project Description Form.

Project Name: Repair/Replace Pool Chlorination/Filtration System

School Name: West Side Middle School

Project Description: Be specific. Describe the area to be affected. Include square footages and quantities where applicable. Describe any special equipment to be installed or materials to be used.
Example: Install new ceiling tiles in main wing classrooms, corridor and library (15,000 sq. ft.).

Repair/Replace Pool Chlorination/Filtration System

Cost Estimates: N/A

Professional Fees and Services: N/A

Materials and Labor: \$75,000

Special Equipment: N/A

Total: \$75,000

DEPARTMENT OF ADMINISTRATIVE SERVICES
General Improvements to Alliance Districts' School Buildings, 2017-2018
Project Description Form

General Instructions: Complete a separate Project Description Form for each facility. Do not report multiple activities at multiple schools on a single Project Description Form.

Project Name: Repair/Replace Pool Chlorination/Filtration System

School Name: Wilby High School

Project Description: Be specific. Describe the area to be affected. Include square footages and quantities where applicable. Describe any special equipment to be installed or materials to be used.
Example: Install new ceiling tiles in main wing classrooms, corridor and library (15,000 sq. ft.).

Repair/Replace Pool Chlorination/Filtration System

Cost Estimates: N/A

Professional Fees and Services: N/A

Materials and Labor: \$75,000

Special Equipment: N/A

Total: \$75,000

CONSTRUCTION CONTRACT
for
Waterbury Public Schools – Alliance Grant Milling and Paving
between
City of Waterbury
and
Waters Construction Company, Incorporated

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Waters Construction Company, Incorporated, located at 330 Bostwick Avenue, Bridgeport, Connecticut 06605, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, a State of Connecticut bid process awarded contract number 17PSX0015 to Waters Construction Company, Incorporated, and The City of Waterbury Charter authorizes cooperative procurement with the State of Connecticut; and

WHEREAS, the City desires to obtain Water's Construction Company, Incorporated services for Pavement Preservation Services at Wilby and Crosby High, and North End and Wallace Middle Schools pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of milling and paving of existing drives and parking lots as more particularly detailed and described in the Bid Documents set forth in **Attachment A** which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1. State of Connecticut Contract Award #17PSX0015, consisting of 190 pages (Excluding Price Schedule and Attachment #1 - Approximate Termini). (Attached hereto.)
2. Project plans, specifications, drawings, supplemental conditions, consisting of Drawings prepared by Architect Friar Associates Inc., entitled Wilby High School and North End Middle School, which includes priority 1, 4, 4b and 6; Crosby

- High School and Wallace Middle School, which includes priority 3 and 5 and excluding priority 2, consisting of 2 pages. (Attached hereto.)
3. Contractor's Estimated Quantity Sheet to City of Waterbury, dated April 21, 2017, consisting of 2 pages. (Attached hereto.)
 4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
 5. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
 6. Performance Bond and Payment Bond (incorporated by reference)
 7. Certificates of Insurance (incorporated by reference)
 8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
 9. All permits and licenses (incorporated by reference)

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

1. Contract Amendment(s) and Change Orders
2. Contract
3. Contractor's Response/Bid Form
4. Federal, State, and local laws, regulations, charter and ordinances
5. Technical Specifications
6. Drawings

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

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

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes,

ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

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

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

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

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

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

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

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and

local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the State written notice of any conflict, error or discrepancy that the Contractor discovered in the State's bid documents and other documents for State of Connecticut Contract #17PSX0015 (collectively "Bid Documents");

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

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

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

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for

equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. All work hours are to be coordinated with the Owners/City's Representative. The Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract. This provision shall not excuse the Contractor from timely performance under the Contract.

3.4.1 Milling and Paving: While school or school activities are in session all milling and paving operations shall take place during evenings or on weekends and holidays. During these times work will be performed between the hours of 3:00 p.m. and 11:00 a.m. during weekdays and 8:00 a.m. and 6:00 p.m. on Saturday, Sunday and legal holidays or at such times as to not interfere with school activities. Additional work times may be coordinated with the City's Representative.

3.4.2 The contractor will coordinate all work under this contract with the City's Representative and other contractor's that may be performing milling & paving or other sitework at Wilby, North End, Crosby, Wallace Schools during the same period. The contractor will cooperate with the City and other contractor's as required to ensure the timely completion of all work.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating

at the Project site.

3.8. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged

breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract by June 23, 2017 and shall reach Final Completion by June 30, 2017, but in no way shall the time for Final Completion be after **June 30, 2017**. ("Contract Time").

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

5.2. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.3. The Contractor shall pay to the City the sum of **Three Thousand Dollars (\$3000.00) per calendar day** for each and every calendar day for which the Contractor

has failed to complete the work beyond the time for Substantial Completion and/or Final Completion as set forth in this Paragraph 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **Four Hundred and Thirty-Seven Thousand Five Hundred and Eight Dollars and Sixty Cents (\$437,508.60)** (hereafter referred to as "Total Compensation") with the basis for payment being "Contractor's Estimated Quantity Sheet, dated April 21, 2017", as set forth in Attachment A- 3:

- i. Four Hundred and Thirty-Seven Thousand Five Hundred
Eight Dollars and Sixty Cents (i.e., base bid payment)**\$437,508.60**

6.1.1 Contingency. A Contingency shall not be utilized by the City for additional work and services not set forth in this contract.

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

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **State of Connecticut Contract #17PSX0015** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment,

final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

6.9.1 submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) 15 calendar days** after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

9.3. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under 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 the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

11. Contractor's Insurance.

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

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

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or

non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

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

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

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

11.4.2 Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL) Any Auto, all Owned and Hired Autos

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

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

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

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

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

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

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

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

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

11.7. Certificates of Insurance: The Contractor’s General, Automobile, Builder’s Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City

and the Waterbury Board of Education, their public officials, employees, and any other person acting under, through or for them are listed 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 The Board of Education is listed as Additional Insureds on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

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

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

12.4.1 Definitions – For purposes of this paragraph:

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

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

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

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

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

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public

works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

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

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

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

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

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

13.3. Affirmative Action.

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

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

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

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

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

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

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

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or

she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

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

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

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

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

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

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

14. Good Jobs Ordinance

14.1. Conformance with an Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects.

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

imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

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

- i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs

Ordinance), and

- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

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

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

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

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

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

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

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

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

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

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

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

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

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

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

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R.

part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

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

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

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

16. Termination.

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

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

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the

Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

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

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

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

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

procedures set forth above shall apply to the Contractor's response to the modified change request.

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the **State of Connecticut's Contract #17PSX0015** and **(ii)** the **Drawings and Contractor's Estimated Quantity Sheet, dated April 21, 2017**. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: Waters Construction Company, Incorporated
330 Bostwick Avenue
Bridgeport, Connecticut 06605
Attention: Mr. John Ford, Vice President

City: City of Waterbury, Department of Education
Chase Municipal Building
236 Grand Street
Waterbury, Connecticut 06702
Attention: Mr. Robert Brenker, Interim Chief Operating
Officer and Chief of Staff

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

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

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

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of

employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of

Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburycct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Rev.1/1/14". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

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

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or

responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

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

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

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

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

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

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

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

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

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City

representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

35.19 Using Agency: City of Waterbury Education Department

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:

WATERS CONSTRUCTION COMPANY, INC.

By: _____
John Ford, Vice President

Date: _____

ATTACHMENT A

1. State of Connecticut Contract Award #17PSX0015, consisting of 190 pages (Excluding Price Schedule and Attachment #1 - Approximate Termini). (Attached hereto.)
2. Project plans, specifications, drawings, supplemental conditions, consisting of Drawings prepared by Architect Friar Associates Inc., entitled Wilby High School & North End Middle School, which includes priority 1, 4, 4b and 6; Crosby High School & Wallace Middle School, which includes priority 3 and 5 and excluding priority 2, consisting of 2 pages. (Attached hereto.)
3. Contractor's Estimated Quantity Sheet to City of Waterbury, dated April 21, 2017, consisting of 2 pages. (Attached hereto.)
4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
5. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
6. Performance Bond and Payment Bond (incorporated by reference)
7. Certificates of Insurance (incorporated by reference)
8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
9. All permits and licenses (incorporated by reference)

ATTACHMENT A -1

State of Connecticut Contract Award #17PSX0015, consisting of 190 pages (Excluding Price Schedule and Attachment #1 - Approximate Termini).

CONTRACT SUPPLEMENT
SP-37 - Rev. 11/17/16
Prev. Rev. 4/28/14

Mark Carroza
Contract Specialist

860-713-5047
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0015

Contract Award Date:

8 March 2017

Bid Due Date:

2 March 2017

SUPPLEMENT DATE:

24 April 2017

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: PAVEMENT PRESERVATION SERVICES

FOR: Department of Transportation		TERM OF CONTRACT: March 10, 2017 through February 28, 2018	
		AGENCY REQUISITION NUMBER: 117648	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			n/a

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

(<http://das.ct.gov/mp1.aspx?page=8>)

This supplement includes ConnDOT bonding requirements that were omitted on the original copy of the contract. Please see attached pages. All other terms remain unchanged.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **MARK CARROZA**

Title: Contract Specialist

Date:

Bonds

Contractor may either provide a performance bond in the amount of 100% of each purchase order or an aggregate performance bond in the minimum amount of three million dollars (\$3,000,000.00). With regard to the latter performance bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000.00) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$750,000.00) beyond the value listed on the then current bond to cover work ordered in subsequent purchase orders. Contractor shall carry sufficient bond coverage to cover all ongoing work and any outstanding obligations to Client Agency at all times. Client Agency will notify the Contractor when a new bond is required. The required bond must be received prior to any purchase order being issued. Failure to submit a performance bond in a form satisfactory to the State prior to the issuance of a purchase order will result in the State issuing a purchase order for the work to the next lowest Contractor responsive to Client Agency's bond request.

Payment Bond: Contractor may either provide a Payment Bond in the amount of 100% of each Purchase Order or a Payment Bond in the minimum amount of three million dollars (\$3,000,000.00). With regard to the latter Payment Bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000.00) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$750,000.00) beyond the value listed on the current bond. Client Agency will notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued will result in the State issuing the Purchase Order to the next lowest Contractor responsive to Client Agency's bond request.

Such bonds must meet the following requirements:

- a. Corporation: The bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: The bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
- c. Individual: The bond must be signed by the individual owning the business and indicated "Owner".
- d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or the bond must be countersigned by a company so licensed.
- e. The bond must be signed by an official of the surety company and the corporate seal must be affixed over his or her signature.
- f. Signature of two (2) witnesses for both principal and the surety must appear on the bond.
- g. A power of attorney for the official signing of the bond for the surety company must be submitted with the bond, unless such power of attorney has previously been filed with the Client Agency.

The payment bond requirement may be waived for companies that manufacture and supply their own material and do not purchase materials required under the performance of the Contract from any third party source. Appropriate documentation must be supplied with the bid to establish the basis upon which to request a waiver of the payment bond. This waiver does not apply to the performance bond requirements.

Re-insurance arrangements are not be acceptable as substitutes for performance or payment bonds. A maximum of one (1) co-surety will be acceptable for a payment and/or performance bond. Client Agency, as obligee, shall hold all surety companies which execute payment and performance bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

CONTRACT SUPPLEMENT

SP-37 - Rev. 4/28/14
Prev. Rev. 3/12/14

CONTRACT AWARD NO.: 17PSX0015

Contract Supplement #1

Other offers of surety will be reviewed on a case by case basis and approved or disapproved at the sole discretion of the Client Agency.

PARTY FOR NOTICE WHEN CONNDOT IS CLIENT AGENCY:

State of Connecticut
Department of Transportation
Division of Purchasing and Materials Management
Attn: Debbie Ello
PO Box 317546
2800 Berlin Turnpike
Newington CT 06131-7546
Fax: 860 594-2174

CONTRACT AWARD
SP-38 - Rev. 11/17/16
Prev. Rev. 5/21/14

Mark Carroza
Contract Specialist

860-713-5047
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0015

Contract Award Date:

8 March 2017

Bid Due Date:

2 March 2017

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

PAVEMENT PRESERVATION SERVICES

FOR: Department of Transportation		TERM OF CONTRACT: March 10, 2017 through February 28, 2018	
		AGENCY REQUISITION NUMBER: 117648	
IN STATE (Non-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$22,000,000.00 est.		\$3,000,000.00 est.	\$25,000,000.00 est.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

SEE FOLLOWING PAGE FOR CONTRACTOR INFORMATION

The signature below by the Commissioner of Administrative Services is evidence that the Contractors' solicitation responses have been accepted and that the Contractors and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **MELODY A. CURREY**

Title: Commissioner of Administrative Services

Date: March 8, 2017

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: All States Asphalt (District 2)

Company Address: 325 Amherst Road, Sunderland, MA 01375

Tel. No.: (413) 665-7021

Fax No.: (413) 665-9027

Contract Value: \$1,500,000.00 est.

Contact Person: Alan Chicoine

E-mail Address: achicoine@asmg.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

Company Name: American Industries, Inc. (Districts 1, 2, 3, 4)

Company Address: 630 Plainfield Road, Jewett City, CT 06351

Tel. No.: (860) 376-2537

Fax No.: (860) 376-3909

Contract Value: \$5,700,000.00 est.

Contact Person: Pasquale Camputaro, Jr.

E-mail Address: pcamputaro@americanind.net

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

Company Name: Empire Paving, Inc. (District 1)

Company Address: 30 Bernhard Road, North Haven, CT 06473

Tel. No.: (203) 752-0002

Fax No.: (203) 752-0242

Contract Value: \$1,500,000.00 est.

Contact Person: Earl W. Tucker, III

E-mail Address: earl@empirepaving.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

Company Name: J.H. Lynch & Sons, Inc. (District 2)

Company Address: 50 Lynch Place, Cumberland, RI 02864

Tel. No.: (401) 333-4300

Fax No.: (508) 755-8913

Contract Value: \$1,500,000.00 est.

Contact Person: Stephen P. Lynch, Jr.

E-mail Address: sales@jhlynch.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

Company Name: Laydon Industries, LLC (Districts 1, 2, 3, 4)

Company Address: 51 Longhini Lane, New Haven, CT 06519

Tel. No.: (203) 562-7283

Fax No.: (203) 562-7200

Contract Value: \$5,700,000.00 est.

Contact Person: Kristy Laydon

E-mail Address: info@laydonindustries.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

Company Name: Tilcon Connecticut, Inc. (Districts 1, 2, 3, 4)

Company Address: 642 Black Rock Ave., New Britain, CT 06052

Tel. No.: (860) 224-6007

Fax No.: (860) 398-5141

Contract Value: \$5,700,000.00 est.

Contact Person: Richard H. Birge

E-mail Address: rbirge@tilcon-inc.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

Company Name: Waters Construction Co., Inc. (Districts 3, 4)

Company Address: 300 Bostwick Ave., Bridgeport, CT 06605

Tel. No.: (203) 334-6888

Fax No.: n/a

Contract Value: \$3,400,000.00 est.

Contact Person: John Ford

E-mail Address: jford@watersconst.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

CONTRACT

17PSX0015

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

**ALL STATES ASPHALT, INC.; AMERICAN INDUSTRIES, INC.;
EMPIRE PAVING, INC.; JH LYNCH & SONS, INC.; LAYDON
INDUSTRIES, LLC; TILCON CONNECTICUT, INC.,; WATERS
CONSTRUCTION CO., INC.**

PAVEMENT PRESERVATION SERVICES

Contract # **17PSX0015**

Contract Document

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Prev. Rev. 6/16/16

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Contract # 17PSX0015

Contract Document

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This Contract (the "Contract") is made as of March 10, 2017 and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Mark Carroza, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

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- (f) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
 - (g) **Contractor:** A person or entity who submits a Bid and who executes a Contract.
 - (h) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (i) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (j) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (k) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (l) **Goods or Services:** Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (m) **Invitation to Bid:** A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (n) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) **Services:** The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (p) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) **Termination:** An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) **Title:** all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. **Term of Contract; Contract Extension.** The Contract will be in effect from March 10, 2017 through February 28, 2018. DAS, in its sole discretion, may extend this Contract for

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additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

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(e) Price Adjustments:

No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the

Contract # 17PSX0015

Contract Document

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Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to

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Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. **Cost Modifications.** The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. **Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than

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twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

- 13. Open Market Purchases.** Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any

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additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and

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court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

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- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

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24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

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- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

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- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid

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status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

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30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or

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substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and

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each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to

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post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person

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owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Mark Carroza

If to the Contractor:

At the address set forth on Form SP-38.

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37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

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41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the

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State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder

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of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the

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Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and

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solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act of 1996.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for

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the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. Scope of Work:

Contractor shall provide equipment and/or services for the milling of and application of bituminous concrete material, woven glass fabric and tack coat to roads, bridges and highways statewide using generally accepted pavement preservation techniques that include patching and crack filling prior to bituminous concrete placement, uniform placement and compaction procedures, and applying pavement smoothness pay adjustments to enhance quality and increase pavement longevity. Contractor shall supply all materials, equipment, including fuel for such equipment, equipment maintenance and equipment repair, operators and labor to put the materials in place using these techniques. The Contractor will also be required to furnish all labor, equipment, tools, materials, maintenance and protection of traffic and/or pedestrian detours, including traffic control services, all signs, barricades and devices erected, re-erected, maintained and removed to perform the work.

2. FORM 817, Standard Specifications for Roads, Bridges and Incidental Construction (Standards):

Reference is made in this Contract to ConnDOT's FORM 817, "Standard Specifications for Roads, Bridges and Incidental Construction" (the "Standards"). Performance under this Contract is to be carried out in accordance with the Standards including all supplements and other applicable standards. The applicable portions of the Standards are incorporated herein and any terms capitalized but not defined in this Exhibit have the meanings ascribed to them in the Standards. Copies of the Standards may be purchased from the Connecticut Department of Transportation, Manager of Contracts, PO Box 317546, 2800 Berlin Turnpike, Newington, CT 06131-7546. The price is twenty dollars (\$20.00) if the Standards are mailed and sixteen dollars (\$16.00) if the Standards are picked up. Checks are to be made out to: Treasurer, State of Connecticut.

OR

Standards may be viewed or downloaded at:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>

3. Definitions:

- "Engineer" - is defined per the latest version of the Standards: The Commissioner or Deputy Transportation Commissioner acting directly or through a duly-authorized representative.

- "Inspector"- is defined per latest version of the Standards: A duly authorized representative of the Engineer, assigned to make inspections of the work performed and materials furnished by the Contractor.

- "Laboratory"- is defined per latest version of the Standards: The official testing laboratory of the Department, unless the Department designates another laboratory to provide services in connection to the Project.

- "Complete-In-Place"- is defined per the latest version of the Standards: Contractor price shall include all materials needed, equipment, tools, labor and work incidental thereto.

- "Change Order"- is defined as any change made to a purchase order.

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4. Contractor Notification:

The Client Agency shall attempt to contact the Contractor for a period of two (2) consecutive days or forty-eight (48) hours (whichever is longer) if the Contractor is deemed to be the lowest qualified contractor for a particular project. Saturdays and Sundays will be excluded from the notice timeframe. If the Contractor cannot be reached or does not respond within the notice timeframe, the next lowest Contractor will be contacted to perform the task. The availability of a Contractor to start work within five (5) business days will be considered when selecting the "lowest available qualified Contractor". The availability of required equipment to perform a particular project is another factor that may be considered.

5. Client Agency Notification:

Contractor shall notify Client Agency's District Maintenance personnel in charge and Client Agency's central Laboratory of its proposed work schedules. Notifications must be made on or before 3:00 p.m. on the day prior to the start of work and must include the actual time the work is to begin, plant location material will be drawn from, and whether or not storage bins will be used for overnight storage.

6. Start of Work:

The Contractor shall start each project within ten (10) Days after the start date that is ordered by the Client Agency at the preconstruction meeting. If Contractor cannot meet the start date ordered at the preconstruction meeting, Client Agency may, at its discretion, award the work to the next lowest available Contractor. If the next lowest available Contractor is available, the Client Agency reserves the right to have the initially awarded Contractor pay the difference in cost between the prices in Exhibit B, and the next lowest available qualified Contractor's applicable prices.

The ten (10) Day limit may be extended in writing at the discretion of Client Agency's Engineer. After starting, Contractor shall be expected to complete all machine-spread work and shall not be allowed to leave the job site without prior approval from the Client Agency's Engineer to do other work.

7. Minimum Wage Rates:

The wages paid to any mechanic, laborer or worker employed in the work contracted to be done must be at a rate equal to the rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which Contract is to be performed. Payment must be made to each employee engaged in work under Contract in the trade or occupation listed, not less than the wage rate set by category in accordance the wage schedule attached to this Contract. In the event it becomes necessary for Contractor or any subcontractor to employ any mechanic, laborer or worker in a trade or occupation for which no minimum wage is set forth, Contractor shall immediately notify the Connecticut State Commissioner of Labor, who shall ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during continuance of such employment. Every Contractor or subcontractor performing work for the State is subject to the provisions described herein, as determined by the Connecticut State Commissioner of Labor, and shall post the prevailing wages in prominent and easily accessible places at each work site. Questions regarding wage regulations should be directed to the State of Connecticut Department of Labor (DOL), Division of Wage and Workplace Standards at: 860-263-6790.

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8. Wage Regulations:

Contract contains wage scales as provided by DOL. All provisions outlined in the applicable regulations must be adhered to throughout the life of Contract including any extensions. During the term of Contract the State shall verify that wages meeting the wage scales are being paid in accordance with CGS as outlined in Title 31.

Contractor shall comply with the provisions of CGS§31-55a, which reads as follows: Each Contractor that is awarded a Contract on or after October 1, 2002, for (1) construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such Contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee effective each July 1st.

9. Work Periods, Restricted Time and Payments:

In accordance with the normal work schedule in use by Client Agency, Contractor shall cover regular work hours and premium additional hours for night work, Saturday work, and Sunday work. Contractor may also be required to provide traffic control on two (2) lane highways and expressways. All prices include haulage costs. All work performed will be paid for at the price bid unless otherwise ordered by the Client Agency's Engineer. Payment examples are included below.

Definition of these periods follows:

a. Regular Work Hours: Material's Bid Price ("MBP")

The hours between 7:00 a.m. and 6:00 p.m. are considered regular work hours.

Regular work hours are defined as the time the Contractor starts construction operations for the day to the time these operations are completed. Regular work hours shall consist of seven and one-half (7 ½) hours worked between the hours of 7:00 a.m. and 6:00 p.m.

The actual work hours will be determined during each project's pre-construction meeting. Any changes to the predetermined regular work hours must be in writing and approved by the Client Agency Office of Maintenance.

When less than seven and one-half (7 ½) hours are worked, payments to Contractor will be made under the "Restricted Time Period" provision included below.

b. Night Work Hours:

The hours after 6:00 p.m. and before 7:00 a.m. are considered night work hours.

The price bid for "Night" will be added to the price bid for all tonnage that leaves the plant after 6:00 p.m. and before 7:00 a.m.

The Contractor shall provide all of the necessary lighting to illuminate the work area and the illumination of traffic control, testing and signing operations.

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c. Saturday Work Hours:

The hours between 7:00 a.m. and 6:00 p.m. are considered Saturday's regular work hours and the price bid for "Saturday" will be added to the price bid for all tonnage that leaves the plant between these hours.

The price bid for "Saturday" and the price bid for "Night" cannot be combined.

d. Sunday Work Hours:

The hours between 7:00 a.m. and 6:00 p.m. are considered Sunday's regular work hours and the price bid for "Sunday" will be added to the price bid for all tonnage that leaves the plant between these hours.

The price bid for "Sunday" and the price bid for "Night" cannot be combined.

e. Restricted Time Period:

Paving:

Client Agency may limit the hours a Contractor works when extreme traffic disruptions occur. Work delays or work stopped by the Engineer for a specific period that results in less than seven and one-half (7 ½) hours worked during regular work hours in any one (1) day will be considered a restricted time period. Restricted time periods do not apply to shutdowns caused by weather, Contractor breakdowns or completion of work covered by the purchase order. Restricted time period payments will be made at the rate of one thousand dollars (\$1,000.00) per hour per crew with paver and five hundred dollars (\$500.00) per hour per each hand-working crew. The minimum restricted time period payment will be one-half (1/2) hour. All Restricted Time Periods will be rounded off to the nearest one-half (1/2) hour increment.

PAYMENT EXAMPLE:

Contract work starts on Friday at 5:00 p.m. and ends Saturday at 9:00 p.m. The total number of hours is twenty-eight (28).

Total payment breakdown for this work period is:

Friday - One (1) hour of MBP (5 p.m. to 6 p.m.)

Friday -Thirteen (13) hours of MBP ***plus additional per ton*** Night Bid Price (6 p.m. to 7 a.m.)

Saturday - Eleven (11) hours MBP ***plus additional per ton*** Saturday Bid Price (7 a.m. to 6 p.m.)

Saturday - Three (3) hours MBP ***plus additional per ton*** Night Bid Price (6 p.m. to 9 p.m.)

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Fine Milling:

ConnDOT may limit the hours a Contractor might work when extreme traffic disruptions occur. Work delays or work stopped by ConnDOT Engineer for a specific period which results in less than seven and one-half (7 ½) hours worked during regular work hours in any one (1) day shall be considered a restricted time period. Restricted time periods shall not apply to shutdowns caused by weather, Contractor breakdowns or completion of work covered by the purchase order. Restricted Time Period payments shall be made at the rate of \$500.00 per hour, per work crew. The minimum Restricted Time Period payment shall be one-half (½) hour. All Restricted Time Periods shall be rounded off to the nearest one-half (½) hour increment.

10. Equipment Regulations:

Contractors renting or supplying equipment or vehicles shall equip them with all required safety or other operational devices. Equipment is to be maintained by Contractor in compliance with all of the applicable Federal, State and municipal laws, ordinances and regulations.

11. Equipment Inspections:

Contractor's equipment must be in good operating condition and available for inspection by State of Connecticut inspectors prior to the start of each project. Inspections will be conducted within the State of Connecticut and must be passed prior to the issuance of a purchase order. If Contractor's equipment is not available for inspection or determined by the State to be unfit to perform the work specified, Contractor shall be so informed and the Client Agency may contact the next lowest available qualified Contractor offering the equipment or service needed.

12. Transportation:

Cost of transporting equipment to and from job sites is the responsibility of Contractor. No transportation charges, setup or breakdown fees or charges are allowed to be charged.

13. Tolls:

Contractor is responsible for payment of all applicable tolls.

14. Connecticut Registration Requirements:

Under Connecticut law, a commercial vehicle used by Contractor in connection with work under Contract may be subject to Connecticut registration requirements. CGS§ 14-12a requires such registration for any vehicle which is most frequently garaged in this state, or most frequently leaves from and returns to one (1) or more points within this state in the normal course of operations. In addition, Contractor shall obtain Connecticut registration for any vehicle which continuously receives and discharges cargo within the State. Contractor shall comply with all applicable provisions and regulations of Title 14 of the CGS.

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15. Equipment Exceptions:

When Contractor is working on a project and additional unanticipated equipment is required, the Client Agency may request the existing Contractor to provide additional acceptable pieces of equipment. Charges for such equipment may be invoiced under the terms of Contract, provided that the Client Agency is advised of this in writing, and the Client Agency accepts and authorizes these charges prior to use. If Contractor cannot fulfill the unanticipated needs, the Client Agency reserves the right to contact the next lowest available qualified Contractor. It is the intention of the Client Agency to complete projects in the most expedient manner possible.

16. Safety Equipment:

Contractor is responsible for all personal protective equipment required for Contractor's employees while performing under the Contract.

17. Intermittent Equipment Use:

In situations where equipment is used on an intermittent basis, Contractor is advised to clarify the basis of payment for such equipment with the Client Agency's District Maintenance personnel prior to use.

18. Material Specifications:

Material must be hauled and placed in accordance with Sections 4.06 and M.04 of this Exhibit A, which for the purposes of the Contract replaces and supersedes Sections 4.06 and M.04 of the Standards.

Tack coat must be utilized and paid for as specified in Section 4.06. Should tack coat fail Client Agency testing, no payment will be made for its application.

19. Material Orders:

Contractor will receive orders on the basis of lowest net cost. The Client Agency will determine the types of materials best suited for its work. Traffic control, machine milling, Material Transfer Vehicle ("MTV"), hand-spread and sidewalk material, leveling courses, machine-laid curb and overall tack coat materials are considered incidental to an overlay and will be used in determining the lowest net cost. When membrane waterproofing is required on an overlay project, it will be considered as part of the total order.

Purchase orders for Complete-In-Place obtained under Contract will be issued to Contractor on the basis of total quantities used on each order regardless of the quantity types of material used. The quantity range representing the total quantity being placed will be used to determine the applicable Contract price for each type of material regardless of the quantity of each individual type of material.

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When multiple towns are involved the following will be adhered to;

- Total quantity from ALL towns will be summed together and used for selecting quantity range.
- All line items will be added together for an overall net cost.
- If a Contractor fails to bid on a town where multiple towns are involved said contractor will not be considered for the multiple town award.
- The Contractor with the lowest net overall cost is considered the lowest bidder.

Noncontiguous paving sections are permitted under this Contract. Projects may be grouped together on a single purchase order, provided each section is not outside of a one (1) mile radius from any other section. Contiguous paving projects located within the limits of more than one (1) town may be awarded as a single purchase order. Any purchase order changes must be authorized by the Client Agency through the issuance of a Change Order prior to scheduling deliveries.

For the purpose of awarding a Contractor on a bridge resurfacing project that is divided by a town line, the bridge should be considered wholly in the more northerly or easterly town as shown in the Client Agency's Highway Log. The Highway Log is available on the Client Agency's website:

<http://www.ct.gov/dot/LIB/dot/Documents/dpolicy/hwylog/hwylog.pdf>

20. Quantities and/or Usages:

Any quantities set forth in this Contract are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase any particular amount. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting entity.

Client Agency does not guarantee that any particular amount of bituminous concrete material will be required during the Contract period. Contractor shall provide quantities of material on purchase orders issued in accordance with Contract Exhibit B. Contractor shall be responsible for and capable of installing in place tonnage in accordance with Contract price and from plants on Contractor's list of suppliers in Exhibit B. Prices will not be accepted that provide less than one thousand five hundred (1,500) tons per eight (8) hour continuous paving operation within the travel way of a limited access highway, and one thousand (1,000) tons per eight (8) hour continuous paving operation on all other projects. These minimum tonnage requirements apply only to surface course pavements of 2" or more. Ramps, shoulders and adjustments to the paving operation that are directed by Client Agency engineer are excluded.

Calculations for payments will be based on legal loads only. Payment will not be made for any overweight material or for associated traffic control.

If Contractor cannot provide the required tonnage per day in accordance with Contract Exhibit B, Client Agency may, at its discretion, obtain material from the next lowest available qualified Contractor. If the next lowest available qualified Contractor can provide the required tonnage per day, the Contractor shall pay any difference in cost between its Contract Exhibit B, and the next lowest available qualified Contractor's Contract price.

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When Contractor fails to provide the required quantity per day in accordance with Contract Exhibit B, Price Schedules, an adjustment will be assessed based on the bituminous material actually provided complete-in-place for the day. The adjustment will be assessed in accordance with the chart below:

<u>Percent of Required Daily Tonnage</u>	<u>Percent of Payment</u>
96 – 100	100
75 – 95	95
Less than 75	90

The adjustment will not apply during conditions beyond the control of Contractor, shutdowns due to inclement weather, equipment malfunctions or when discontinuance of the work is ordered by the State.

21. Proprietary Devices, Materials and Processes:

Material will not be accepted from any plant until the mix design data has been submitted by Contractor and approved by the Client Agency Division Chief (Office of Construction). Mix design data and trial mixes are to be furnished upon request of the Client Agency.

If Contractor is required or desires to use any design, device, material or process covered by another party's license, patent, copyright or trademark, Contractor shall provide for such use by suitable legal agreement with the license, patent, copyright or trademark holder. Contractor shall provide a copy of any and all such agreements to the Client Agency Engineer. If Contractor is allowed, but not specifically required by the Client Agency Engineer, to use any particular proprietor's design, device, material or process covered by license, patent, copyright or trademark, Contractor and its surety shall indemnify and hold harmless the State from any and all claims that may be brought against the State, and any and all costs, expenses, and damages that the State may be obligated to pay by reason of any infringement or alleged infringement relating to the use of such licensed, patented, copyright or trademark design, device, material or process at any time during the prosecution or after the completion of the project.

22. Handwork and Curbing:

When bituminous concrete curbing is placed across driveways in a continuous run and cut down to form the lip of the driveway, it will be paid for under the item, machine placed curb mix 4"-6". Quantities used as hand spread will be determined by deducting the quantity used for curbing by calculating 52 linear feet for 6 inch curbing and 62 linear feet for 4 inch curbing per ton of mix. The remaining material will be paid at Contract unit price for hand spread curb mix. These adjustments will be handwritten on the delivery ticket for record purposes. The depth of the material will be specified in the purchase order. When leveling courses are required for the elimination of dips and sags or to correct cross slopes prior to placing the uniform depth overlay, the material provided and placed and the price charged will be the unit price under the item leveling course. The Client Agency and Contractor must agree on the location of the leveling courses and type of material to use prior to the start of work. Contractor shall perform the marking of lines or other indications of control in accordance with the directions received from the Client Agency Engineer.

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In the machine placed area some minor handwork may be required in placing material in pot holes, around catch basins, manholes, curbs, gratings, feathering edges and areas to meet required grades. This minor handwork will not be measured for payment and will be included in the cost of the appropriate items. Work outside of machine laid areas ordered by the Client Agency District Maintenance personnel will be paid for at the handwork price and will include but not be limited to repair of potholes and placement of patches, placement of material in fillets and on cul-de-sac areas, on driveways and driveway aprons. Tack coat used in conjunction with handwork and curbing will not be measured for payment and will be included in the cost of the appropriate items.

23. Adjustments:

If Contractor fails to complete the hand spread and curbing work as indicated on the applicable purchase order within ten (10) consecutive working days of the completion of the machine laid work, an adjustment of 0.5% of the job total may be charged to Contractor for each day in excess of the allowable time period it takes to complete the hand spread and curbing work. Any adjustment to the allowable time period for the completion of the hand spread and curbing work will be at the discretion of the Client Agency and will be determined prior to any work being started on a purchase order.

24. Milling Machine:

Contractor shall provide a milling machine in accordance with the "Fine Milling of Bituminous Concrete (0 to 4 inches)" specification included in this Exhibit A. The milling machine must be provided with an operator.

25. Permits, Licenses, and Fees:

Contractor shall pay for all permits, licenses and fees, and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made, and of the Client Agency.

26. Geographical Limits:

The geographical limits of each district are outlined on the State map contained herein as Exhibit E which is made a part of this Contract and incorporated herein

27. Environmental Compliance:

Contractors shall perform in compliance with the environmental regulations promulgated by the State of Connecticut, Department of Energy and Environmental Protection (DEEP). If Contractor is found not to be in compliance at any time, no new purchase orders may be issued to Contractor until such noncompliance has been cured.

Contractor shall comply with Sections 1.07.16, 1.10.03 and the Department Best Management Practices, in the Standards as well as any other applicable addenda or provisions.

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28. Traffic Control:

Under this Contract Contractor is required to provide traffic control. The Contractor shall supply, erect, maintain, move and remove all signs, sign supports, barricades, traffic cones, traffic delineators and any but not limited to other material that may be necessary to set up the various Traffic Control Patterns as set forth in the provisions of "Work Zone Safety Guidelines for Maintenance Operations (Rev. Date 11/1/13)", as amended, including any revisions to such provisions contained herein Contract. In addition, Contractor shall furnish the required number of Traffic Control Personnel throughout the term of Contract. The term "Traffic Control Personnel" is defined as Uniformed Flagger(s) or Uniformed Police Officer(s). Contractor shall provide the minimum number of Traffic Control Personnel, specifically:

- a. With respect to limited access highways "Expressways", a total of two (2) Connecticut State Police Officers.
- b. With respect to two-lane (non-divided) highways, a total of three (3) Traffic Control Personnel (in any combined number of Uniformed Police Officer(s) and/or Uniformed Flaggers).
- c. With respect to handwork/curbing, a total of two (2) Traffic Control Personnel (in any combined number of Uniformed Police Officer(s) and/or Uniformed Flaggers) on Two-Lane (non-divided) highways and two (2) Connecticut State Police Officers on Expressways.

No detouring of traffic will be allowed by contracted traffic services. If state/ local police or traffic controllers detour traffic, the paving contractor will be responsible for any adverse conditions that may arise from the detour. Only planned detours with appropriate notification to the appropriate parties and approved by the Director will be allowed.

Contractor shall supply, erect, maintain, move and remove any necessary lighting which may be required to illuminate the work area including the illumination of any signing operations. If night work is performed utilizing traffic control, the Contractor is responsible for providing bright wide angle retro-reflective sheeting signage in accordance with the Standards section M.18.09.02.

PRICING FOR CONTRACTOR FURNISHED TRAFFIC CONTROL:

Prices for traffic control are set in Exhibit B for both Limited Access Highways and Non-limited Access Highways. The prices for traffic control are broken out by Districts under Exhibit B Price Schedule 3 Item 1A, Limited Access Highways and Exhibit B Price Schedule 3 Item 1B, Non-limited Access Highways. Limited Access Highways are defined as those that the Commissioner, with the advice and consent of the Governor and the Attorney General, designates as limited access highways to allow access only at highway intersections or designated points.

Traffic Control Items A through E are to be bid on an hourly basis. Client Agency will pay the rate offered for half (1/2) hour increments and will be classified as set up and removal where traffic control is required. Traffic Control Items F through K will be paid for actual hours used. The Contractor will comply with the "Work Zone Safety Guidelines for Maintenance Operations (Rev. Date 11/1/13)" which will determine whether a Truck Mounted Attenuator (TMA) is required and the quantity needed.

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Crash Units without Operators when unit is idling with lights flashing will be paid for between the set-up/removal time according to which category in Exhibit B Price Schedule 3 best suits the job.

The cost of providing traffic controls is a factor in determining the lowest priced Contractor for each purchase order. The pricing set must be adhered to throughout the term of this Contract.

If State Police are utilized as traffic personnel, Client Agency will reimburse the State of Connecticut, Department of Emergency Services and Public Protection (DESPP) directly for all approved work performed by Connecticut State Police Officers.

If Uniformed Flaggers are required by the State, they will be paid at the rate set for Item 18G.

If Uniformed Police are utilized as traffic personnel, they will be paid at the rate set for Item 18K.

Contractor's price in Exhibit B, Price Schedule 3, for traffic control including the Minimum Number of Traffic Control Personnel is a factor in determining the lowest available qualified Contractor for a project. The pricing must be adhered to throughout the term of Contract, notwithstanding that with respect to any work performed under Contract, the number and type of Traffic Control Personnel to be used by Contractor when furnishing traffic control, remains at the discretion of, and may be modified at any time by the Client Agency.

On projects utilizing uniformed police officers, Client Agency's District personnel shall determine the type of traffic personnel and the number of officers required at the pre-construction meeting. The cost for additional Traffic Control Personnel will not be a factor used in determining the lowest available qualified Contractor for the project. The number, and type, of any additional Traffic Control Personnel needed will be determined at the pre-construction meeting by the Client Agency district personnel.

Technical Requirements: Traffic Control Personnel are to be trained in the proper performance of their duties and must be provided in addition to paving crewmembers. Traffic Control Personnel are responsible for providing traffic control at areas where any representatives from Client Agency, including Inspectors and Laboratory personnel, are present at or near the work area.

1. **Uniformed Flaggers** -- Uniformed Flaggers are people who have successfully completed flagger training by the American Traffic Safety Services Association, National Safety Council or other approved programs. A copy of the flagger's training certificate must be provided to the Client Agency's representative before the flagger performs any work on the project. Uniformed Flaggers shall wear garments (including high visibility headgear) so as to be readily distinguishable as a flagger, in accordance with Standard 6E-3 of the Manual on Uniform Traffic Control Devices ("MUTCD") published by the Federal Highway Administration (FHWA) which is incorporated into this Contract and made a part hereof. Each Uniformed Flagger shall also be equipped with a STOP/SLOW paddle that is at least 18 inches in width with letters at least 6 inches high and conforms to Standard 6E-4 of the MUTCD.

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Traffic control must be performed in accordance with "Work Zone Safety Guidelines for Maintenance Operations (Rev. Date 11/1/13)" including the general notes for Traffic Control and Traffic Control Plan numbers 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, H.O.V. Plans 1, 2, and 3, as applicable and conform to National Cooperative Highway Research Program (NCHRP) Report 350 (TL-3) all of which are incorporated into this Contract and made a part hereof.

The Client Agency reserves the right to change the traffic control requirements set forth herein.

2. **Uniformed Police Officers:** Uniformed Police Officers shall be sworn Municipal Police Officers or Uniformed Constables. Their services shall include an official municipal police vehicle when requested by Client Agency.

Uniformed Police Officers shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting these requirements.

The Contractor shall be responsible for the scheduling and payments of Uniformed Police Officers used for traffic control.

3. **Connecticut State Police:** State Police Officers shall be uniformed off-duty sworn Connecticut Police Officers. Their services shall include the use of official State Police vehicles and associated equipment. State Police Officers with official State vehicles shall be used at locations and for periods of time as the Engineer deems necessary.

State Police Officers shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a State Police Officer to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer. The Contractor is not to direct State Police Officers assigned to a work site.

The Contractor shall be responsible for the hiring and scheduling of State Police if Client Agency determines State Police are required to be utilized as traffic personnel and approval is given by the Engineer. ~~The Contractor will be responsible for measuring and invoicing Client Agency for the services provided by each state police officer.~~ {THIS PROVISION HAS BEEN ERADICATED BY ADDENDUM 1.} Client Agency will reimburse DESPP directly for all approved work performed by Connecticut State Police Officers. Payments for state police officers utilized by the Contractor for its convenience, and not approved by the Engineer, is the responsibility of the Contractor. No separate payment item for Connecticut State Police Officers is included under this Contract.

Contractor is responsible for any applicable sales and use taxes associated with traffic control required for it to fulfill its contractual obligations and for determining its liability with respect thereto.

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ADDITIONAL TERMS AND CONDITIONS:

a. Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B Price Schedules, whether or not such a savings actually occurs.

b. Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

c. P-Card (Purchasing MasterCard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Procurement Card Program Administrator at 860-713-5072.

d. Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

e. Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current

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wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/PrevailingWageGuide/>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

BITUMINOUS CONCRETE PATCHING - PARTIAL DEPTH

Description: This work shall consist of sawcutting and removing deteriorated bituminous concrete pavement, regrading and recompacting the existing granular base, placing tack coat on the vertical faces of the sawcut, and filling the excavated area with HMA S0.5 in compacted lifts of 2 to 3 inches.

Materials: Materials for this work shall consist of the following:

1. Hot-mix Asphalt (specifically HMA S0.5) conforming to the requirements of Sections 4.06 and M.04 of the Special Provisions. An equivalent PMA may be used meeting the requirements of Sections 4.06 and M.04 of the Special Provisions.
2. Tack coat conforming to the material requirements for tack coat in Sections 4.06 and M.04 of the Special Provisions.

Construction Methods:

Equipment: Equipment for this work shall include, but is not limited to, the following:

1. Pavement saw – A pavement saw capable of cutting the full depth of pavement in one pass. It shall be capable of cutting the existing pavement to a minimum width of 24 inches in any direction. This makes the minimum achievable patch size - 24 inches by 24 inches, or 0.45 square yards.
2. Excavation equipment– Equipment capable of removing existing pavement from the roadway. This may include, but not limited to jackhammers, back hoes, mini excavators, loader tractors, and skid-steers.
3. Paving and compaction equipment – Equipment needed to compact the existing granular base shall include vibratory plate compactors and jumping jack compactors. All equipment used to place and compact the hot mix asphalt required for this work shall meet the requirements of Section 4.06. Due to the nature of this work, it is expected that much of the placement of hot mix asphalt will require hand work or a mixture of equipment and hand work methods and tools to achieve the required results. The same consideration is to be given to compaction of the hot mix asphalt. Smaller type compaction equipment, including vibratory plate compactors, shall be

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allowed to achieve the required results. At all times the Contractor is required to meet the density and compaction and all other requirements specified in Sections 4.06 and M.04.

Demarcation of Areas to be Patched:

1. Areas to be patched under this item shall consist of pavements that demonstrate significant distress throughout all, or nearly all, of the existing bound bituminous pavement layers. Excessive full depth cracking, exceptionally wide full depth cracks, failed bituminous patches or utility trenches, raveling and potholes not limited to just the surface of the pavement, and frost damaged pavements (cracked and/or heaved) are examples of, but not limited to, such distresses. As a general rule, if the pavement distress observed is severe enough that it would not likely support traffic, or remain sound and intact, for at least an additional 2 years, it should be marked out by the Engineer for removal and patching. Lastly, it should be determined that a poor or inadequate granular base is not significantly contributing to the observed distress in the asphalt layers. Inadequate or poor granular base foundations that do not support the overlying bound pavement layers should be removed and replaced under separate item(s) of work.
 - a. The Engineer will mark out all areas for removal. The minimum dimension of any given partial-depth patched area shall be 24 inches. Any area to be patched shall completely encompass the entire distressed pavement area and extend at least 6 inches beyond into the surrounding pavement.
2. Patch Preparation and Construction:
 - a. Sawcut the limits of the demarcated areas through the full depth of the pavement.
 - b. Remove the existing pavement from within the boundaries of the sawcut so as not to disrupt, or uplift, the surrounding pavement and to minimize the dislodgement of the existing granular base.
 - c. Once the existing pavement is removed, regrade the existing granular base and recompact it utilizing jumping jack and/or vibratory plate compactors. A minimum of 4 passes, or coverages, must be made by any one compaction device. If the Engineer elects to test the density of the granular base, the base shall be compacted to at least 95% of the dry density for that material when tested in accordance with AASHTO T-180, Method D. If necessary, optimum moisture shall be added to the existing base material in order to achieve compaction to the satisfaction of the Engineer. If a significant amount (1 inch or greater) of existing granular base material is lost during the excavation of the deteriorated pavement, the Contractor shall add material meeting the requirements of Section 3.04, "Processed Aggregate Base," of the Standard Specification in order to regrade and compact the granular base to its original elevation. There shall be no additional compensation for replacing

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- granular base material lost during the excavation of the deteriorated pavement. It shall be replaced as described above and included in the cost of the work.
- d. The cut sides/walls of the excavated area shall be wiped or broomed clean of any residual slurry generated from the sawcutting process and then receive an application of tack coat as specified in Section 4.06 of the Special Provisions.
- e. After the tack coat has had sufficient time to cure or break, HMA S0.5 bituminous concrete, in lifts of 2 to 3 inches, shall be placed and compacted to the requirements above and in Section 4.06. The final lift shall be compacted to match the elevation of the surrounding pavement surface. The Contractor may elect to substitute HMA S0.375 bituminous concrete (in compacted lifts of 1.5 to 2.5 inches) for HMA S0.5 bituminous concrete. The Contractor must notify the Engineer within 5 days of making this substitution for approval of the substitution. All bituminous concrete materials shall meet the requirements of Sections 4.06 and M.04.

Method of Measurement: This work will be measured by the total area, in square yards, of "Bituminous Concrete Partial Depth Patch."

Basis of Payment: This work will be paid for at the Contract unit price per square yard of "Bituminous Concrete Partial Depth Patch." The price shall include sawcutting the existing pavement, pavement excavation and removal, leveling and compaction of the existing granular base, tack coat application to the cut sides/walls of the patch area, and placement and compaction of bituminous concrete. All other miscellaneous tools, materials, and equipment needed to complete the work shall also be included in the cost of the work.

Pay Item

Pay Unit

0404101A, Bituminous Concrete Partial Depth Patch

S.Y.

BITUMINOUS CONCRETE SURFACE PATCH

Description: This work shall consist of milling and patching existing deteriorated bituminous concrete pavement surfaces. A milling machine shall be used to remove the existing pavement to a depth of 1.5 to 2.5 inches. The milled surface shall be swept and blown clean with compressed air. Tack coat is to be applied to the milled surface and any vertical or semi-vertical walls formed by the milling. The milled area shall be filled with HMA S0.375, which shall be compacted as specified herein.

Materials: Materials for this work shall consist of the following:

1. Hot-mix Asphalt (specifically HMA S0.375) meeting the requirements of Sections 4.06 and M.04. An equivalent PMA may be used meeting the requirements of Sections 4.06 and M.04.
2. Tack coat meeting the material requirements for tack coat in Sections 4.06 and M.04.

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Construction Methods:

Equipment: Equipment for this work shall include, but is not limited to, the following:

1. Milling machine – A milling machine designed and built for milling flexible pavements. It shall be self-propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing HMA pavement.

The milling machine shall be equipped with a built-in automatic grade averaging control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results. The longitudinal controls shall be capable of operating from any longitudinal grade reference, including string line, contact ski (30 feet minimum), non-contact ski (20 feet minimum), or mobile string line (30 feet minimum). The transverse controls shall have an automatic system for controlling cross-slope at a given rate. The Engineer may waive the requirement for automatic grade or slope controls where warranted.

The rotary drum of the machine shall use carbide tip tools spaced not more than 5/8 inches apart. The forward speed of the milling machine shall be a maximum of 45 feet/minute. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.

The Contractor may request to perform a test strip to demonstrate that the required surface tolerance can be attained at an increased forward speed. The test strip shall be a maximum length of 500 feet and shall have the same criteria for surface tolerance as specified herein. The final decision for implementing the increased forward speed will be made by the Engineer.

The machine shall be equipped with an integral pickup and conveying device to immediately remove milled material from the surface of the roadway and discharge the millings into a truck, in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation. When milling smaller areas or areas where it is impractical to use the above described equipment, the Contractor may be permitted to use a lesser equipped milling machine, if approved by the Engineer.

In addition, the minimum milling width shall be 20 inches, making the minimum achievable patch size 20 inches by 20 inches, or 0.30 square yards.

2. Sweeper – The sweeper shall be equipped with a water tank and shall remove the millings and loose debris from the surface. Other sweeping equipment may be provided, if acceptable to the Engineer.
3. Air compressor – The air compressor shall produce 100 psi, oil free, compressed air for cleaning the milled pavement surface.
4. Hot air lance – The hot air lance shall be an air compressor that delivers 100 psi, oil free heated air to clean and dry the pavement surface. The compressed air emitted from the tip of the lance shall be flame-free and shall achieve a temperature of at least 1500° F.
5. Paving and compaction equipment – The equipment used for this work shall meet the requirements of Section 4.06. It is expected that much of the placement will require hand work or

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a mixture of equipment and hand tools to achieve the required results. Smaller compaction equipment, including vibratory plate compactors, will be allowed by the Engineer to achieve the required results. At all times the Contractor is required to meet the density and compaction and all other requirements specified in Sections 4.06 and M.04.

Demarcation of Areas to be Patched:

1. The Engineer will mark out areas to be patched which may include raveling, disintegrating, or delaminated surface pavement lifts.
2. The minimum patch width shall be 20 inches. All areas to be patched will completely encompass the entire raveled, disintegrated, or delaminated area and extend at least 6 inches beyond into the surrounding pavement.

Patch Preparation and Construction:

1. Using the milling machine, mill the demarcated areas to completely remove the surface lift of pavement: minimum depth 1.5 inches and maximum depth 2.5 inches.
2. Sweep the milled surface clean (by hand if necessary). Allow the milled areas to dry, if necessary. Any moisture in or on the milled areas must be allowed to evaporate or be removed with the assistance of the hot air lance. When the milled area is dry to the satisfaction of the Engineer, it shall be blown with compressed or hot lance air to eliminate debris or dust on or within the milled area.
3. Apply tack coat to the clean milled area, including the sides/walls of the area to be patched, in accordance with the requirements of Section 4.06.
4. After the tack coat has had sufficient time to cure or break, HMA S0.375 shall be placed and compacted to the requirements above and in Section 4.06 of the Standard Specification. It shall be compacted to match the elevation of the surrounding pavement surface.

Method of Measurement: This work shall be measured by the total area, in square yards, of accepted patches.

Basis of Payment: This work will be paid for at the Contract unit price per square yard of "Bituminous Concrete Surface Patch." The price shall include milling, pavement excavation and removal, sweeping, cleaning of the milled area, tack coat application, placement and compaction of HMA or PMA S0.375. All labor, tools, materials, and equipment needed to complete the work shall be included in the cost of the work.

Pay Item

Bituminous Concrete Surface Patch

Pay Unit

S.Y.

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BITUMINOUS CONCRETE SMOOTHNESS ADJUSTMENT

Description: The Engineer will evaluate the final pavement surface for smoothness (rideability) to either pay a bonus or assess a penalty based on determination of smoothness of the HMA surface lift. This item will apply to pavement construction included in the project requiring a minimum of two (2) lifts of bituminous concrete (Hot-Mix Asphalt (HMA), Polymer-Modified Asphalt (PMA), or Warm-Mix Asphalt (WMA)) in which the combined total compacted depth of bituminous concrete placed is 3 inches or greater and the surface lift is at least 1.5 inches thick. All provisions and requirements of Section 4.06 Bituminous Concrete apply, unless specifically stated otherwise within this item.

Construction Methods:

Definitions:

Lift: A single bituminous-concrete mixture placed at a defined thickness in a single paver pass.
Surface Lift: The uppermost lift of bituminous-concrete paving.

Roadway segment: A segment of highway designated to receive pavement rehabilitation that includes paving at least 2 lifts, the combined thickness of which is 3 inches or greater. A roadway segment contains 1 or 2 directions of travel, through lanes in each direction, and any additional shoulder area, paved median area, ramp(s), and/or auxiliary lanes designated to receive paving.

Lane: An area of pavement designated to carry traffic in a given direction.

Measured Lane: A lane subject to a hot-mix asphalt pavement smoothness adjustment as indicated in this item. Ramps, shoulders, and certain other features are excluded from the adjustment as described below.

Tenth Mile Segment: The subset of a measured lane which will be evaluated for smoothness and used as the basis for payments or penalties. Each measured lane shall be divided into tenth (0.1) mile segments. Some tenth mile segments may be less than a full tenth (0.1) mile because of a boundary such as the end of the lane or a bridge without an asphaltic plug joint. Bonuses/penalties shall be based on the smoothness and tonnage of the surface lift of each tenth (0.1) mile segment.

Lift Pay Thickness (inches): The thickness shown on the plans for the surface lift of the measured lane.

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Tenth Mile Segment Pay Area (square yards): The area of the travelway of a tenth (0.1) mile segment as determined from the plans. If striping exists, measurement shall be the area bounded by the lane striping and beginning and ending termini of the tenth (0.1) mile segment. Where a segment's travelway width varies (for example, a low speed lane which narrows as it begins or terminates within the 0.1 mile), the Pay Area shall reflect the actual travelway area.

ARAN: Automatic Road Analyzer: A vehicle operated by the State that collects and analyzes road data. It provides IRI data every 5 meters for both the right and left wheel paths.

IRI (inches/mile): International Roughness Index, developed by the World Bank to quantify roughness.

ProVAL: Free FHWA sponsored software that is used to analyze road roughness.

Average IRI (MRI) (inches/mile): The average of the right and left wheelpath IRIs for a tenth mile (528 foot) segment as computed by analyzing ARAN data with ProVAL software, selecting Ride Quality Analysis, and selecting MRI as the Ride Quality Index. The MRI will be rounded to the nearest whole tenth of an inch per mile. Fractional parts of 0.05 and up will be rounded up, less than 0.05 will be rounded down. For example, 50.05 is rounded to 50.1; 80.049 is rounded to 80.0.

Hot-Mix Asphalt: Whenever reference is made to Hot-Mix Asphalt (HMA), the reference shall apply to HMA, PMA, and WMA.

This item will be applied separately to each roadway segment that is included in this Contract and designated to be measured for a Hot-Mix Asphalt smoothness adjustment as indicated in this item. The Engineer will calculate smoothness (as represented by ProVAL MRI) and cost adjustments separately for each tenth mile segment in each measured lane.

Evaluation Methods

Trial Evaluation - Prior to the placement of the surface lift of pavement, the Engineer will furnish the Contractor with IRI values for tenth mile (0.1mile) segments for the right and left wheel paths that result from the Engineer's evaluation of the material placed to date. The actual time of the "trial" evaluation shall be coordinated between the Engineer and the Contractor. The "trial" evaluation shall be limited to 1 test lane in each direction of travel. Final evaluations for payment or penalty will measure all lanes of interest (as described below) in each direction of travel. The trial IRI values will serve as a guide to the Contractor in evaluating the level of conformance with the smoothness specification.

Data Collection and IRI Computation - All final pavement surfaces in lanes that are more than 0.4 miles (2,112 feet) in length will be evaluated, including climbing lanes and acceleration lanes. The final pavement surface will be evaluated for smoothness using a State ARAN vehicle. The ARAN measures the IRI in each wheelpath (right and left) for each lane of travel over the Project. If a State ARAN vehicle is unavailable, the Engineer may substitute another suitable method of obtaining IRI values with a World Bank Class II profiler that allows calculation of smoothness adjustments as indicated in this item.

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ProVAL will be used to calculate an MRI value for each tenth (0.1) mile segment. The ProVAL MRI is the average of the right and left wheel path IRIs.

The evaluation will be subject to the following:

1. Only mainline travel lanes will be evaluated. This will include climbing lanes, operational lanes, and turning roadways that are 0.4 miles (2,112 feet) or greater in length. For smoothness purposes, the length of a climbing lane includes where the lane is at least half of its full normal width. Likewise, the length of an acceleration lane is from the tip of the painted gore of the on ramp to where the lane width diminishes to half of its normal width. These climbing and acceleration lengths determine both whether a lane should be measured for smoothness and the section of the lane that will be measured for smoothness.
2. Data collection will start approximately 100 feet prior to, and end approximately 100 feet after the transverse construction joints at the Project limits. The pay area will be limited to the limits of the paving as defined by the transverse construction joints at the start and end of the Project.
3. Construction joints inside the Project will not be excluded from the area measured for smoothness.
4. Smoothness data and payment adjustments will not be computed for the following Project sections:
 - Ramps
 - Climbing lanes, operational lanes, acceleration lanes, deceleration lanes, and turning roadways less than 0.4 miles (2,112 feet) in length
 - Shoulders and gore areas

Pavement on horizontal curves which have a 900 foot or less centerline radius of curvature, and pavement within the super-elevation transition of these curves

5. Bridge decks will be included if they are paved as part of the Project, have 2 lifts totaling 3 inches of HMA, and have an asphaltic plug or similar product for bridge joints. Structures with exposed concrete, elastomeric concrete or steel joint systems will be excluded.
6. Transition sections of varying thickness of pavement (created by milling or paving) leading into or away from pavement changes such as bridge decks or underpasses or Project end points will be excluded if the deck or underpass is excluded. A length of 50 feet on either end of a transition will be excluded from measurement of IRI, but not from payment of an adjustment. The 50 foot length will have the same payment adjustment as the immediately adjacent tenth (0.1) mile section.
7. If a deck or underpass is excluded and there is no transition section adjoining it, then a length of 50 feet before and after the deck or underpass will be excluded for measurement, but included for payment similar to 6 above.

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8. Tonnages for payment will be calculated based on the theoretical volume of HMA as determined by the typical sections and distances measured by the ARAN van and assuming a density of 0.0575 tons per SY per inch of HMA thickness. For example, if the typical section calls for 2 inches of HMA in the top course and a lane width of 12 feet, the tonnage for a tenth mile section would be calculated:

$$\text{Tons} = 12 \text{ feet} \times 528 \text{ feet} / 9 \text{ s.y./s.f.} \times 2 \text{ inches} \times 0.0575 \text{ tons/s.y. inch} = 81.0 \text{ tons}$$

9. Data will be collected within 30 days of the completion of the entire surface lift of pavement, or within 30 days of the completion of any corrective work on the pavement. The Contractor, at its own expense, will be allowed to correct any areas prior to the collection of data. The Contractor shall notify the Engineer in writing of its intent to do so along with a proposed schedule for corrective work that includes an anticipated date that data collection can be performed. The completion of the entire final lift of pavement or any corrective work includes, but is not limited to, all associated work such as pavement markings, sawing and sealing of joints, and installation of bridge asphaltic plug joints. To minimize the number of times the ARAN van is needed, all final surface lift paving in both directions of travel must be completed before calling on the ARAN van to measure the smoothness. However, if final surface lift paving extends beyond a single paving season, then the ARAN van shall be used to measure the final surface lifts completed each paving season.
10. No testing will be conducted during rain or under other conditions deemed unacceptable by the Engineer. During testing, the roadway must be free of moisture and other deleterious materials which might affect the evaluation. Any work associated with preparing the roadway for the evaluation (for example, sweeping), will not be measured for payment.
11. The option on the State ARANs to apply the 250 mm (10 inch) filter, which represents the footprint length of a typical tire, will be NOT be selected, because a similar 0.3 meter (12 inch) filter is already pre-applied by the ARAN van when the data is collected.
12. Measurements and locations are understood to have an accuracy limited to what can be attained by reviewing data and photos collected by the ARAN van. The Department will not be required to conduct surveys in addition to the ARAN van measurements.

Method of Measurement: Rideability Adjustments (RA) for pavement smoothness will be applied to all HMA in the surface lift of all measured lanes in both directions, as specified herein. It will be computed and paid or a penalty will be assessed for each tenth (0.1) mile segment.

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The quantity of bituminous concrete used to determine the RA for each tenth (0.1) mile segment will be calculated by using the equation below:

$$\text{Segment Tons} = \text{HMA Lift Thickness} \times \text{Tenth Mile Segment Pay Area} \times 0.0575$$

(tons) (inches) (s.y.) (tons/s.y.·inch)

Rideability Adjustment (RA) Percent (%) - The RA bonus or penalty and applicable pay factor percentage for each tenth (0.1) mile segment will be determined based on its MRI. Each tenth (0.1) mile segment MRI will be classified into one of the following MRI ranges shown in Table 1 and the applicable pay factor percentage for the segment derived.

Table 1 Rideability Pay Factor Schedule

MRI (inches per mile)	Pay Factor (%)	(RA)
Less than 50	+10	Bonus
50 to 60	+(60 – AIRI)	Bonus
60 to 80	0	0
80 to 120	1.25 x (80 – AIRI)	Penalty
over 120	- 50	Penalty

Basis of Payment: Bonuses or Penalties will be computed for each tenth (0.1) mile segment. For each segment, the HMA Pay Factor and tonnage of the surface lift will be determined as described above. The Pay Factor will be rounded to the nearest tenth of a percent (0.1%). For example, a Pay Factor of 7.72% rounds to 7.7%; -12.49% rounds to -12.5%. The adjustment to the estimated cost will be determined by the following formula:

$$\text{Smoothness Adjustment} = \text{Segment Tons} \times \text{Pay Factor} / 100 \times \text{HMA Unit Cost}$$

For example, a 1.06 mile measured lane with surface lift thickness of 2 inches has 11 segments with lengths, average travelway widths, and MRI values as shown in Table 2 below. Assuming a unit cost bid price for HMA of \$85 per ton, the smoothness adjustments for each segment would be as shown in Table 2. The unit cost used shall be the Contract bid price (\$/ton) for the material used in the surface lift without Asphalt Adjustment Cost applied to it.

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Table 2 HMA Smoothness Adjustment Example Calculations

Segment	Length (miles)	Average Width (ft)	Area (SY)	HMA Lift Thick- ness (inch)	HMA Computed Tons (Area x thickness x 0.0575)	MRI (in/ mile)	Pay Factor (%)	Adjust (\$) (Tons x Pay Factor /100 x Unit cost)
1	0.1	4	235	2	26.99	72	0	0
2	0.1	9	528	2	60.72	50	10	516
3	0.1	12	704	2	80.96	40	10	688
4	0.1	12	704	2	80.96	90	-12.5	-860
5	0.1	12	704	2	80.96	100	-25	-1720
6	0.1	12	704	2	80.96	50	10	688
7	0.1	12	704	2	80.96	77	0	0
8	0.1	12	704	2	80.96	55	5	344
9	0.1	12	704	2	80.96	55	5	344
10	0.1	8	469	2	53.97	51	9	413
11	0.06	4	141	2	16.19	62	0	0
							Total:	413

For the surface lift in this measured lane, there would be a \$413 bonus.

Adjustments for smoothness will not be made for areas the Engineer determines to be defective and require removal and replacement of the HMA.

Pay Item

Bituminous Concrete Smoothness Adjustment

Pay Unit

Estimated Cost

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FILLING JOINTS AND CRACKS IN BITUMINOUS CONCRETE PAVEMENT

Description: This work consists of furnishing and applying a hot-applied mixture of Performance-Graded (PG) asphalt binder and polyester fibers to bituminous concrete pavement cracks, longitudinal and transverse paving joints, joint-reflection cracks, and raveled transverse joints in flexible or composite pavement that are otherwise sound and do not display signs of active aggregate loss. If milling is included in this Project, the crack filler shall be placed after milling.

Joint and crack filling shall be constructed in close conformity with the lines, grades, thickness, and typical cross section shown on the plans or established by the Engineer. Joint and crack filling may be used in conjunction with other joint and crack treatments including, but not limited to, joint and crack sealing and patching in which case the relative sequence of crack treatments will be prescribed in the Plans, a Notice to Contractor, or other Contract documents. No bulk hot liquid will be allowed.

Definitions:

Composite pavement: Bituminous Concrete overlay of a Portland-cement-concrete (PCC) pavement.

Crack: A crack is a void in the pavement structure meeting the following criteria:

- Crack length is the longest dimension of the void, at minimum 3 times the depth of the crack and at minimum 6 times the nominal maximum aggregate size of the mix at the surface.
- Crack width is the dimension perpendicular to the length at the pavement surface.
- Crack depth is the dimension that extends vertically into the pavement structure from the surface, where the depth is greater than the width.

The word "crack," including all work specified for filling cracks herein, will also apply to "raveled longitudinal joints" and "raveled transverse joints," unless otherwise specified.

Joint: Purposely placed discontinuity in the pavement mat.

Longitudinal joints: Joints formed along the direction of travel between adjacent pavement sections (placed by machine, by hand or by other means) on the surface lift of a bituminous-concrete pavement structure. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction.

Transverse joints: Joints formed perpendicular to the direction of travel on the surface lift of a bituminous-concrete pavement structure. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction.

Working crack or joint: A crack or joint the width of which experiences horizontal contraction or expansion greater than 0.125 inch during an annual or seasonal temperature cycle. Cracks or joints experiencing vertical movement under loads are beyond this description and should be treated as deteriorated cracks or joints.

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Longitudinal cracks: Cracks, the endpoints of which are more distant in the direction of roadway travel than across the width of the pavement.

Transverse cracks: Cracks, the endpoints of which are more distant across the width of the pavement than along the direction of travel.

Continuous longitudinal joints or cracks: Longitudinal joints or cracks greater than 100 feet in length.

Longitudinal joint-reflection cracks: Longitudinal cracks formed atop the underlying longitudinal joint of a PCC pavement which has been surfaced with bituminous concrete pavement.

Transverse joint-reflection cracks: Transverse cracks formed atop the underlying transverse joint of a PCC pavement which has been surfaced with bituminous concrete pavement.

Double transverse joint-reflection cracks: Two transverse joint-reflection cracks with a minimum crack spacing of 1.5 inches apart and a maximum crack spacing of 6 inches apart. The minimum crack length of either crack is greater than 1/4 the length of the underlying joint.

Associated transverse joint-reflection cracks: In double transverse joint-reflection cracks, the joint-reflection crack with the lesser width. When these two cracks are of equal width and length, one will be treated as the transverse-joint-reflection crack and the other will be treated as the associated transverse joint-reflection crack.

Deteriorated transverse joint-reflection cracks: Single or double transverse joint-reflection cracks with potholes or patches more than 1/4 the length of the underlying joint. Additionally, if double transverse joint-reflection cracks form blocks between them that are less than 3 feet long in their longest dimension, this length will be considered deteriorated.

Raveled longitudinal joints: Defined as longitudinal joints formed between subsequent paver passes (or handwork or by other means) which have lost, due to aging of the pavement surface, at least 0.5 inch in depth of the original pavement surface material. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction. For filling consideration the joints need to be sound and not displaying signs of active aggregate loss.

Raveled transverse joints: Defined as transverse joints formed between paver passes (or handwork or by other means) which have lost, due to aging of the pavement surface, at least 1/2 inch in depth of the original pavement surface material placed. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction. For filling consideration the joints need to be sound and not displaying signs of active aggregate loss.

Minimum width: The minimum width of a crack or joint to be included in the work of filling joints and cracks under this item.

Maximum width: The maximum width of crack or joint to be included in the work of filling joints and cracks under this item.

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Flush fill: A method of filling a joint or crack to refusal such that minimal crack filling material is allowed to overflow onto the adjacent pavement surface immediately around the crack or joint. The total width of a flush fill when observed from above the pavement surface will be 1.5 inches or less. Any excess material shall be struck off even with the adjacent pavement surface immediately after placement of the filler while the filler is still liquid. This shall be accomplished using the appropriate application wand and squeegee to place and smooth the liquid crack filler in a crack or joint.

Recessed fill: A method of filling a joint or crack such that no crack filling material is allowed to overflow onto the adjacent pavement surface immediately around the crack or joint. This shall be accomplished using the appropriately sized and tipped application wand to place liquid crack filler in a joint or crack.

Materials: The hot-applied crack filling material shall be composed of a mixture of Performance Graded Asphalt Binder and polyester fibers blended to provide 4.5 to 5.5% polyester fibers by weight. No field mixing of the fibers is allowed. The crack filling material (with fibers) shall be prepackaged to be placed in the melter applicator on Site in the presence of the Engineer, retaining the packaging materials for comparison with the Materials Certificate. The materials shall meet the following requirements:

1. Polyester Fibers: A Materials Certificate with the manufacturer's material specifications is required. The polyester fibers shall meet the following requirements:
 - i. Length: 0.250 inches \pm 2 mils
 - ii. Crimps: (ASTM D3937) None
 - iii. Tensile Strength, (ASTM D2256)* 69,600 psi minimum
 - iv. Denier, (ASTM D1577)* 3.0 to 6.0
 - v. Specific Gravity 1.32 to 1.40
 - vi. Melting Temperature 473 °F minimum
 - vii. Ignition Temperature 1000 °F minimum

* This data must be obtained prior to cutting the fibers.
2. The Performance Graded (PG) Asphalt binder shall be Performance Grade 76-22 and shall meet the requirements of AASHTO M 320 and AASHTO R 29. The Contractor shall submit a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R 26. The Certified Test Report must indicate the asphalt binder's specific gravity at 77 °F, rotational viscosity at 275 °F and 329 °F, and a mixing and compaction viscosity-temperature chart as if the asphalt binder were to be used as binder for the construction of hot-mix asphalt. The blending of PG asphalt binder from different Suppliers is strictly prohibited. Contractors who blend PG asphalt binders shall be classified as a Supplier and shall be required to certify the asphalt binder in accordance with AASHTO R 26(M).

The Contractor shall submit to the Engineer all Material Safety Data Sheets from the material manufacturer(s) prior to the commencement of work. During work progress, the Contractor shall submit to the Engineer the Certified Test Report and Materials Certificate for each batch or lot of material used on the Contract.

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Construction Methods:

Equipment: The equipment used shall include, but be not limited to, one or more of each of the following:

1. **Melter Applicator:** The unit will consist of a boiler kettle equipped with pressure pump, hose, and applicator wand; the boiler kettle may be a combination melter and pressurized applicator of a double-boiler type with space between the inner and outer shells filled with heat transfer oil. Heat transfer oil shall have a flash point of not less than 600 °F. The kettle shall include a temperature control indicator and a mechanical agitator. The kettle shall be capable of maintaining the treatment material at the manufacturer's specified application temperature range. The kettle shall include an insulated applicator hose and application wand. The hose shall be equipped with a shutoff control. The kettle shall include a mechanical full sweep agitator to provide continuous blending. The unit shall be equipped with thermometers to monitor the material temperature and the heating oil temperature. The unit shall be equipped with thermostatic controls that allow the operator to regulate material temperature up to at least 425 °F.
2. **Application Wand and Squeegee Applicator:** The material shall be applied with a wand followed by a squeegee applicator. The squeegee applicator shall be of commercial/industrial quality designed with a "U" shaped configuration. It shall be of a size adequate to strike off, flush with the surrounding pavement surface and without overflow around the sides, all hot joint and crack filler placed to fill joints and cracks. This tool shall be either attached to the applicator wand or used separately as its own long handled tool.
3. **Hot Air Lance:** The unit shall be designed for cleaning and drying the pavement surface cracks. Minimum compressed air capacity shall be 100 psi. The compressed air emitted from the tip of the lance shall be flame free and be capable of achieving a temperature of at least 1500 °F.

Operations: The crack filling operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications.

1. **Weather Requirements:** The pavement must be dry and the ambient temperature must be at least 40° F during the field application operations. No frost, snow, or ice may be present on the roadway surface or within the cracks.
2. **Cracks and Raveled Longitudinal and Transverse Joints to be Filled:** The width and depth requirements for "cracks" and "raveled longitudinal and raveled transverse joints" to be filled are not the same.

All pavement surface cracks between the Minimum Crack Width and the Maximum Crack Width listed in Table 1 below shall be prepared in this manner, subject to the criteria in Table

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Table 1 – Nominal Minimum and Maximum Crack Width

Minimum Crack Width	0.5 inch
Maximum Crack Width	1.5 inches

All raveled pavement surface joints between the Minimum Raveled Joint Width and the Maximum Raveled Joint Width listed in Table 2 below shall be prepared in this manner, subject to the criteria in Table 3.

Table 2 – Nominal Minimum and Maximum Raveled Joint Width

Minimum Raveled Joint Width	0.5 inch
Maximum Raveled Joint Width	3 inches
Minimum Raveled Joint Depth	0.5 inch
Maximum Raveled Joint Depth	1 inch or 1/2 the thickness of the surface lift (whichever is thinner)

Table 3 - Criteria for Selecting Cracks/Joints to Fill

Type	Description	Action
Crack	Entire Length Between Minimum and Maximum Crack Depth and between Minimum and Maximum Crack Width	Fill entire length
Crack	Entire Length Less than Minimum Crack Width	Do not fill
Crack	Entire Length Greater than Maximum Crack Width	Do not fill
Crack	50% or Less of Entire Length Tapers Below Minimum Crack Width	Fill entire length
Crack (Transverse)	50% or Less of Entire Length Exceeds the Maximum Crack Width	Fill entire length
Raveled Joint	Entire Length Less than Minimum Raveled Joint Depth	Do not fill
Raveled Joint	Any Length Greater than Maximum Raveled Joint Depth	Take the action specified for a crack of similar dimensions.
Raveled Joint	Any Length Less than Minimum Raveled Joint Width	Do not fill
Raveled Joint	Any Length Greater than Maximum Raveled Joint Width	Do not fill
Raveled Joint	Entire Length Between Minimum and Maximum Raveled Joint Depth and between Minimum and Maximum Raveled Joint Width	Fill entire length
Raveled Joint	Entire Length Longer than 1 Foot	Fill entire length

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All crack and raveled joint width determinations shall be made by measuring the pavement crack or joint width flush at the surface of the pavement to be filled. A straightedge shall be used whenever necessary to establish the location or limits of the "flush" surface of the pavement.

Note: The width determinations made to identify joints and cracks to be filled may not be the same as the finished width after placement of the filler material.

Preparation: Cracks shall be prepared to a depth of at least 0.75 inch for cracks between the Minimum Crack Width and half of the Maximum Crack Width, and to a depth of 1.25 inches for cracks between half of the Maximum Crack Width and the Maximum Crack Width.

Joints shall be prepared to a depth of 1 inch or the total depth of the joint, whichever is smaller, for cracks between the Minimum Raveled Joint Width and the Maximum Raveled Joint Width.

In the event that cracks are packed tightly with debris, dirt, vegetation, or other material except previously placed sealant or filler that cannot be removed by a hot air lance, the Contractor shall use a vertically mounted power driven wire brush to remove debris and vegetation and burnish the sides of the crack. Cracks treated with the wire power brush shall subsequently be treated with a hot air lance as described below. The use of the wire power brush and the hot-air lance treatment shall result in the complete removal of all material in the crack (except previously placed sealant or filler) such that the sides of the crack are completely free and clean of any debris and moisture.

Pavement surface cracks, raveled longitudinal joints, and raveled transverse joints to be filled shall be treated with a hot-air lance prior to application of the crack filler material. A minimum of 2 passes shall be made with the hot-air lance. The hot air lance operation shall proceed at a rate no greater than 120 feet per minute. There shall be no more than a 10 minute time lapse between the second hot-air lance treatment and the material application. Should this time be exceeded the Contractor shall make an additional pass(es) with the hot air lance.

The use of the hot air lance is not intended to heat the crack; it is to remove any latent moisture or dampness from inside the crack until the inside of the crack is completely dry in the opinion of the Engineer. "Moisture" does not include standing water. The hot air lance is not to be used to "boil off" or blow standing water from the bottom of a crack or joint. If standing water is present in the bottom of any crack or joint, the filling operation shall be postponed until such time that the standing water evaporates naturally. The Contractor may be allowed to use compressed, oil-free, air (not heated) to blow standing water from a crack to help accelerate the natural evaporation of any standing water. If this is done, the crack must be allowed to dry naturally until all standing water is no longer visible. Then the hot air lance may be used. If a crack is already completely dry, in the opinion of the Engineer, the hot air lance shall be operated at its lowest temperature possible.

Material Mixing Procedure: Field mixing of the Performance Grade Binder and the Polyester Fibers is not allowed. The prepackaged material shall be added to the melter kettle. It shall then be heated and mixed/circulated to the recommended application temperature. The crack filler material shall never exceed 400 °F. Material exceeding 400 °F will be rejected and discarded.

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Crack Filling: Cracks are to be filled to refusal along their entire length. The treatment material shall be maintained within the manufacturer's specified application temperature range at all times. The filling operation shall be suspended if the temperature of the crack filling material falls outside the specified temperature range and shall remain suspended until the crack filling material is brought within the specified temperature range. The Engineer reserves the right to reject any overheated material. Cracks must not be overfilled as they may detrimentally affect any planned overlay treatment. If any portion of the crack is overfilled it shall be squeegeed immediately following application of the crack filler material, striking excess material as flat to the adjacent pavement surface as possible. Filled cracks are to be squeegeed immediately following application of the crack filling material, striking excess filler flat to the adjacent pavement surface. There will be no build-up of treatment material above or adjacent to the crack at any time. In cases where the initial application of filler material fails to fill the crack or shrinks upon cooling such that there is a depression formed of at least 0.25 inch or greater, a second application of filler shall be placed over the first application to fill the crack adequately as described above.

Protection of Filled Joints and Cracks: Traffic shall not be permitted on the pavement until the crack fill material is set, so the material does not track, is not deformed or pulled out by traffic.

If plans call for placing a bituminous surface treatment (overlay) over the crack filler, a detackifier (sand or liquid spray) or blotter shall not be used which may interfere with the bonding of the treatment to be placed over the material.

If plans do not call for placing a bituminous surface treatment over the crack filler, a detackifier may be used. The detackifier shall be a product recommended by the supplier of the filler material, and shall be applied as recommended by the supplier. No paper, cotton, or other organic materials will be allowed for either blotting or detackifying. Information on the type and usage of a detackifier shall be presented to the Engineer in writing. Any acceptance of the detackifier will be granted by the Engineer in writing.

Surplus Treatment Material: Treatment material remaining in the kettle at the close of the daily work session shall be discarded. Treatment material shall not be re-heated for use in subsequent crack filling applications unless permitted by the Engineer.

Debris Removal: All debris generated from the crack filling operations shall be removed from the roadway and properly disposed by the Contractor in accordance with State of Connecticut law.

Replacement of existing pavement markings: Existing pavement markings obliterated by the crack and joint treatment work shall be replaced with temporary pavement markings before the roadway is opened to traffic. All costs associated with repair of work damaged by traffic and placement of temporary pavement markings shall be borne by the Contractor.

Required Project Documentation: Provide the Engineer a daily report with the following information:

1. Project number and route number.
2. Date, air temperature (°F), a.m. and p.m. weather.
3. Beginning and ending locations for the day, including lane(s) and direction.
4. Unique or different situations on the Project.
5. Contractor's signature.

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Acceptance of Work: When work is complete on the Project, or a portion of the Project if multiple locations are included, an inspection of the work shall be scheduled with the Engineer. The Engineer will note all deficiencies including areas exhibiting adhesion failure, cohesion failure, tracking of filler material, missed cracks or joints, or other factors that show the work is not acceptable. Work identified by the Engineer as not acceptable shall be repaired at the Contractor's expense. The Contractor shall notify the Engineer upon completion of required corrective work so it can be reinspected. All inspections are to take place before applying any subsequent surface treatments.

Method of Measurement: This work will be measured by the number of linear feet of crack filler measured and accepted by the Engineer.

Basis of Payment: This work will be paid for at the Contract unit price per linear foot for "Filling Joints and Cracks in Bituminous Concrete Pavement" which price shall include all materials, equipment, tools, and labor incidental thereto. No payment will be issued prior to receipt of the required document submittals.

Pay Item

Pay Unit

Filling Joints and Cracks in Bituminous Concrete Pavement

L.F.

FINE MILLING OF BITUMINOUS CONCRETE (0 TO 4 INCHES)

Description: This work shall consist of the fine milling, removal, and disposal of existing bituminous concrete pavement.

Construction Methods: The Contractor shall remove the bituminous concrete material using means acceptable to the Engineer. The pavement surface shall be removed to the line, grade, and existing or typical cross-section shown on the plans or as directed by the Engineer.

The milled bituminous concrete material shall be disposed of offsite by the Contractor at an approved disposal facility unless otherwise stated in the Contract.

Any milled surface, or portion thereof, that is exposed to traffic shall be paved within 5 calendar days unless otherwise stated in the plans or Contract.

The equipment for milling the pavement surface shall be designed and built for milling bituminous concrete pavements. It shall be self-propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing bituminous concrete pavement.

The milling machine shall be equipped with a built-in automatic grade averaging control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results. The longitudinal controls shall be capable of operating from any longitudinal grade reference, including string line, contact ski (30 feet minimum), non-contact ski (20 feet minimum), or mobile string line (30 feet minimum). The transverse controls shall have an automatic system for controlling cross-slope at a given rate. The Engineer may waive the requirement for automatic grade or slope controls where the situation warrants such action.

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The machine shall be able to provide a 0 to 4 inch deep cut in one pass. The rotary drum of the machine shall use carbide or diamond tipped tools spaced not more than 5/16 inch apart. The forward speed of the milling machine shall not exceed 45 feet/minute. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.

The machine shall be equipped with an integral pickup and conveying device to immediately remove material being milled from the surface of the roadway and discharge the millings into a truck, in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation.

When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a lesser equipped milling machine may be permitted when approved by the Engineer.

Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.

The Contractor shall take special care to prevent the milled material from falling into drainage system inlets. Should any milled material fall into inlet openings or inlet grates, it shall be removed by the Contractor at its expense.

Surface Tolerance: The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. The Contractor, under the direction of the Inspector, shall perform random spot-checks with a Contractor supplied 10-foot straightedge to verify surface tolerances at a minimum of 5 locations per day. The variation of the top of 2 ridges from the testing edge of the straightedge, between any 2 ridge contact points, shall not exceed 1/4 inch. The variation of the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed 1/4 inch. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

The depth of removal will be verified by taking measurements at every 250 feet per each pass of the milling machine, or as directed by the Engineer. These depth measurements shall be used to monitor the average depth of removal.

Where a surface delamination between bituminous concrete layers or a surface delamination of bituminous concrete on Portland cement concrete causes a non-uniform texture to occur, the depth of milling shall be adjusted in small increments to a maximum of +/- 1/2 inch to eliminate the condition.

When removing bituminous concrete pavement entirely from an underlying Portland cement concrete pavement, all bituminous concrete pavement shall be removed leaving a uniform surface of Portland cement concrete, unless otherwise directed by the Engineer.

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Any unsatisfactory surfaces produced by the milling operation are the Contractor's responsibility and shall be corrected at the Contractor's expense, to the satisfaction of the Engineer.

No vertical faces, transverse or longitudinal, shall be left exposed to traffic unless the requirements below are met. This shall include roadway structures (catch basins, manholes, utility valve boxes, etc.). If any vertical face is formed in an area exposed to traffic, a temporary paved transition shall be established according to the requirements shown on the plans. If the milling machine is used to form a temporary transition, the length of the temporary transition shall conform to 4.06.03-5, "Transitions for Roadway Surface," the requirements shown on the plans, or as directed by the Engineer. At all permanent limits of removal, a clean vertical face shall be established by saw cutting prior to paving.

Roadway structures shall not have a vertical face of greater than 1 inch exposed to traffic as a result of milling. All structures within the roadway that are exposed to traffic and are greater than 1 inch above the milled surface shall receive a transition meeting the following requirements:

For roadways with a posted speed limit of 35 mph or less*:

1. Round structures with a vertical face of greater than 1 inch to 2 1/2 inches shall be transitioned with a hard rubber tapered protection ring of the appropriate inside diameter designed specifically to protect roadway structures.
 2. Round structures with a vertical face greater than 2 1/2 inches shall receive a transition of bituminous concrete formed at a minimum 24 to 1 (24:1) taper in all directions.
 3. All rectangular structures with a vertical face greater than 1 inch shall receive a transition of bituminous concrete formed at a minimum 24 to 1 (24:1) taper in all directions.
- * Bituminous concrete tapers at a minimum 24 to 1 (24:1) taper in all directions may be substituted for the protection rings if approved by the Engineer.

For roadways with a posted speed limit of 40, 45 or 50 mph: All structures shall receive a transition of bituminous concrete formed at a minimum 36 to 1 (36:1) taper in the direction of travel. Direction of travel includes both the leading and trailing sides of a structure. The minimum taper shall be 24 to 1 (24:1) in all other directions.

For roadways with a posted speed limit of greater than 50 mph: All structures shall receive a transition of bituminous concrete formed at a minimum 60 to 1 (60:1) taper in the direction of travel. Direction of travel includes both the leading and trailing sides of a structure. The minimum taper shall be 24 to 1 (24:1) in all other directions.

All roadway structure edges and bituminous concrete tapers shall be clearly marked with fluorescent paint. The paint shall be maintained throughout the exposure to traffic.

The milling operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications, or other Contract requirements. The more stringent specification shall apply.

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Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper truck. The sweeper truck shall be equipped with a water tank and be capable of removing the millings and loose debris from the surface. The sweeper truck shall operate at a forward speed that allows for the maximum pickup of millings from the roadway surface. Other sweeping equipment may be provided in lieu of the sweeper truck where acceptable by the Engineer.

Any milled area that will not be exposed to live traffic for a minimum of 48 hours prior to paving shall require a vacuum sweeper truck in addition to, or in lieu of, mechanical sweeping. The vacuum sweeper truck shall have sufficient power and capacity to completely remove all millings from the roadway surface including any fine particles within the texture of the milled surface. Vacuum sweeper truck hose attachments shall be used to clean around pavement structures or areas that cannot be reached effectively by the main vacuum. Compressed air may be used in lieu of vacuum attachments if approved by the Engineer.

Method of Measurement: This work will be measured for payment by the number of square yards of area from which the milling of asphalt has been completed and the work accepted. No area deductions will be made for minor un-milled areas such as catch basin inlets, manholes, utility boxes and any similar structures.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Fine Milling of Bituminous Concrete (0 to 4 Inches)." This price shall include all equipment, tools, labor, and materials incidental thereto.

No additional payments will be made for multiple passes with the milling machine to remove the bituminous surface.

No separate payments will be made for cleaning the pavement prior to paving; providing protection and doing handwork removal of bituminous concrete around catch basin inlets, manholes, utility valve boxes and any similar structures; repairing surface defects as a result of the Contractors negligence; providing protection to underground utilities from the vibration of the milling operation; removal of any temporary milled or paved transition; removal and disposal of millings; furnishing a sweeper truck and sweeping after milling. These costs shall be included in the Contract unit price.

Pay Item

Pay Unit

Fine Milling of Bituminous Concrete (0 to 4 Inches)

S.Y.

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DOCUMENTATION OF UNIFORM PLACEMENT OF BITUMINOUS CONCRETE (PAVER)

DOCUMENTATION OF UNIFORM COMPACTION OF BITUMINOUS CONCRETE (ROLLER)

Description: This item shall consist of the continuous real-time tracking and recording of the location of all placement (pavers) and compaction (rollers) equipment using Global Positioning System (GPS) technology during the placement of bituminous mixtures within the limits of the work as described in the plans. In addition, the continuous real-time temperature of the pavement under the rollers and immediately behind the paver(s) shall also be measured and recorded.

GPS-Related Definitions:

GPS: A space-based satellite navigation system that provides location and time information in all weather, anywhere on or near the Earth to determine the location in geodetic coordinates. In this specification, GPS refers to all GPS-related signals including US GPS, and other Global Navigation Satellite Systems (GNSS).

Hand-Held GPS rover: A portable GPS radio/receiver for in-situ point measurements.

GPS Base Station: A single ground-based system consisting of a GPS receiver, GPS antenna, radio and radio antenna to provide L1/L2 differential GPS correction signals to other GPS receivers within a range limited by radio, typically 3 miles in radius without repeaters.

Network RTK: Network RTK is a system that use multiple bases in real-time to provide high-accuracy GPS positioning within the coverage area that is generally larger than that covered by a ground-based GPS base station(e.g. VRSTM).

GPS Correction Service Subscription: A paid service that can receive VRS signals in order to achieve higher accuracy GPS positioning, normally via cellular wireless data services without the need for a ground-based base station. Examples of GPS Correction Service subscriptions are: Trimble VRSTM, Trimble VRS NOWTM, and OmniSTAR.

RTK-GPS: Real Time Kinematic Global Positioning Systems based on the use of carrier phase measurements of the available GPS signals where a single reference station or a reference station network provides the real-time corrections in order to achieve centimeter-level accuracy.

UTM Coordinates: Universal Transverse Mercator (UTM) is a 2-dimentional Cartesian coordinate system that divides the surface of Earth between 80° S and 84° N latitude into 60 zones, each 6° of longitude in width and centered over a meridian of longitude. Zone 1 is bounded by longitude 180° to 174° W and is centered on the 177th West meridian. The UTM system uses projection techniques to transform an ellipsoidal surface to a flat map that can be printed on paper or displayed on a computer screen. Note that UTM is metric-based.

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Geodetic Coordinates: A non-earth-centric coordinate system to describe a position in longitude, latitude, and altitude above the imaginary ellipsoid surface based on a specific geodetic datum. WGS-84 and NAD83 datum are required for use with UTM and State Plans, respectively.

ECEF XYZ: Earth-Centered, Earth-Fixed Cartesian X, Y, Z coordinates.

Grid: Referred to as ECEF XYZ in this specification.

GUI Display: Graphical User Interface Display.

State Plane Coordinate: A set of 124 geographic zones or coordinate systems designed for specific regions of the United States. Each state contains one or more state plane zones, the boundaries of which usually follow county lines. The current State Plane coordinate is based on NAD83. Issues may arise when a Project crosses state plane boundaries.

UTC: Coordinated Universal Time (UTC) is commonly referred to as Greenwich Mean Time (GMT) and is based on a 24 hours' time scale from the mean solar time at the Earth's prime meridian (zero degrees longitude) located near Greenwich, England.

Construction Methods:

Equipment:

- a. Rollers/Pavers – All rollers used for breakdown, intermediate rolling and finish rolling, and pavers used to place bituminous concrete within the Project limits shall be equipped as follows:
 1. GPS radio and receiver units shall be mounted on each roller and paver to monitor the speed and location of such equipment during the entire paving operation.
 2. The equipment shall include an integrated on-board documentation system that is capable of displaying real-time color-coded maps of the location, number of passes, pavement surface temperatures, speeds, and for the rollers vibration frequencies and amplitudes of roller drums.
 3. The display unit shall be capable of transferring the data by means of a USB port.
 4. An on-board printer capable of printing the identity of the equipment, the date of measurements, construction area being mapped, and percentage of the construction area mapped.

Table 1 below is provided to assist the Contractor in investigating the equipment that may provide the means to meet this specification.

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Table 1 – Suggested Equipment List

Vendor	Bomag	Sakai	Wirtgen/Hamm
Model	Asphalt Manager	CIS	HCQ
Model No.	BW190AD-4AM	SW880/SW890	HD+ 90 / HD+ 110 HD+ 120 / HD+ 140
Documentation	BCM 05 Office	AithonMT-A	HMV
Company Address	Bomag Americas, Inc. 200 Kentville Road Kewanee, IL 61443	Sakai America, Inc. 90 International Parkway Adairsville, Ga. 30103	Wirtgen America, Inc. 6030 Dana Way Antioch, TN 37013
Contact Information	Chris Connolly (301) 262-5447 Chris.Connolly@bomag.com	Brandon Crockett (800) 323-0535 B-crockett@sakaiamerica.com	Tim Kowalski (615) 501-0600 tkowalski@Wirtgenamerica.com

- b. Global Positioning System (GPS): The Contractor shall provide GPS technology to achieve accurate and consistent GPS measurements among all GPS equipped devices on the project.

All GPS devices for this Project shall be set to the same consistent coordinate datum/system no matter whether GPS or Grid data are originally recorded. The Connecticut State Plane Coordinate shall be used. The records shall be in meters. Ad-hoc local coordinate systems will not be allowed.

- c. GPS System and Reference System Combination: Contractor shall provide the GPS system (including GPS receivers on equipment and hand-held GPS receivers (Rovers)) that makes use of the same reference system which can be a ground-based base station or network-RTK, to achieve RTK-GPS accuracy. Examples of combinations are:

1. GPS receivers on equipment and hand-held GPS rovers referenced to the same on-ground base station.
2. GPS receiver on equipment and hand-held GPS receivers referenced to the same network RTK.

- d. GPS Data Records and Formats: The recorded GPS data, whether from the equipment or hand-held GPS rovers, shall be in the following formats:

1. Time: The time stamp shall be in military format, hhmmss.ss in either UTC or local time zone. Time recorded to 0.01 seconds is required to differentiate sequence of data points during post process.
2. GPS: Latitudes and longitude shall be recorded in either ddmm.mmmmmmmm or decimal degrees, dd.dddddddd. Longitudes are negative values when measuring westward from the Prime Meridian.

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3. Grid: Coordinates shall be in meters with at least 3 digits of significance (0.001 m or 1 mm).

When importing data into the data analysis software, the GPS data and associated measurements shall be stored with minimum data conversions and minimum loss of precision. Users can then select unit of preference to allow real-time unit conversion for the GUI display.

- e. Data Analysis Software: Standardized data analysis software (Veda) to be used for this Project is available on the following website: <http://www.intelligentcompaction.com>.

The following minimum Essential Data Information and Data Elements shall be included in each data file or section.

Table 2 - Essential Data Information

Item	Description	Item	Description
1	Section Title	6	Drum Diameter (m) (roller only)
2	Machine Manufacturer	7	Machine Weight (metric ton)
3	Machine Type	8	CSPC Zone
4	Machine Model	9	Offset to UTC (hrs)
5	Drum/Screed Width (m)	10	Number of data points

Table 3 – Essential Data Elements for each Data Point

Item	Date Field Name	Example of Data
1	Date Stamp (YYYYMMDD)	20080701
2	Time Stamp (HHMMSS.SS -military format)	090504.00 (9 hr. 5 min. 4.00 sec.)
3	Longitude (decimal degrees)	94.85920403
4	Latitude (decimal degrees)	45.22777335
5	Easting (m)	354048.300
6	Northing (m)	5009934.900
7	Height (m)	339.9450
8	Pass number (rollers only)	2
9	Direction index	1 forward, 2 reverse
10	Speed (kph) (rollers and pavers)	4.0
11	Vibration on	1 for yes, 2 for no
12	Frequency (vpm)	3500.0
13	Amplitude (mm)	0.6
14	Surface temperature (°C) (rollers only)	120

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In Table 3 above, Items 3 and 4 can be exchanged with items 5 and 6, and vice versa. The size of data mesh after post-processing shall be less than 18 inches (450 mm) by 18 inches (450 mm) in the X and Y directions.

- f. **Trained Equipment Operators:** The Contractor shall provide equipment operator(s) trained to accomplish work under these items. Sufficient training for the operator(s) shall be supplied by a representative of the manufacturer of the equipment prior to commencement of the work.
- g. **Equipment Information:** Prior to commencement of the work, the Contractor shall supply the Engineer with equipment information, to include at a minimum the supplier, make, model, unique identifier, and GPS system supplier to be used.

Quality Control during Rolling: In addition to any other QC responsibilities, the Contractor shall be responsible for the following:

- a. Daily GPS check testing for the equipment and rover(s).
- b. Establishing target number of passes using data from standard testing devices (such as Nondestructive density gauges, pavement cores).
- c. Monitoring the equipment location during paving operations and the operation of the entire GPS system on the Project Site.
- d. Quality control testing to monitor the pavement temperature.
- e. Daily download and analysis of the data from the roller(s).
- f. Daily set-up, take down and secure storage of GPS and equipment components.

Materials Sampling and Testing Requirements: The minimum frequency of obtaining the data from the equipment shall be 2 times per day of asphalt compaction operations. The data is date and time stamped which allows for external evaluation at a later time. Data from the on-board printer if required shall be submitted to the Engineer upon request.

The raw data and results from the analysis software shall be made available to the Engineer within 24 hours of obtaining the data.

Post-Process GPS Check: The Contractor shall follow the vendor-specific instructions to export data from the equipment to Veda-compatible formats. For each data export, the Contractor shall import the equipment data into Veda and enter GPS point measurements from the rover and visually inspect the map and point measurements on the Veda display screen for consistency.

GPS Setup: Prior to the start of production, the Contractor and representatives of the GPS and equipment manufacturer shall conduct a check of the setup of the GPS, equipment and the rover(s) using the same datum, as follows:

- a. On a location nearby or within the Project limits, the GPS base station (if required by the GPS) shall be established and the equipment and the GPS rover tied into the same base station.
- b. Verification that the equipment and rover are working properly and that there is a connection with the base station.

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- c. There are 2 options for comparing the equipment and rover coordinates. Production shall not begin until proper GPS verification has been obtained. The vendor's recommended verification process can be used to augment either of the following options:
 - 1. GPS verification measurements shall be conducted while the equipment is stationary. The GPS coordinates from the equipment on-board display shall be recorded ensuring that the distance offsets are applied correctly to the center of the front drum (e.g., the measurement is at the equipment GPS receiver position). Place the hand-held GPS receiver on top of the GPS receiver mounted on the equipment and record the coordinates from the hand-held receiver display. The differences of the coordinates between the equipment GPS receiver and hand-held GPS receiver shall be within 2 inches (50 mm) in both the horizontal axes (X and Y). The check for the vertical axis is not required.
 - 2. A reference location on the Project Site shall be selected and marked by the Contractor. The equipment shall be placed so that the center of the roller's front drum or paver hopper is on top of the reference location and location measurement shall be recorded. After moving the equipment from the marked location, a hand-held rover shall be used to locate the reference location. The differences of the coordinates in grid shall be within 6 inches (150 mm) in both the horizontal axes (X and Y). The GPS location measurements from the equipment must be used to determine any offsets that are required so that the GPS coordinate of the equipment is at the center of the front drum or hopper. On some systems, distance offsets are applied to the roller/paver GPS measurements from the on-board display and the coordinates may be on the left or right side of the drum or hopper. In those cases the equipment must be moved so that the left or right side of the front drum axle or hopper is flush with the reference location. The hand-held rover shall be placed on the marked location and the difference of both coordinate records checked. The final GPS coordinate for each data point recorded in data files must be at the center of the front drum or hopper.
- d. The project plan file provided by the Department shall be uploaded into the data analysis software and depending on the equipment manufacture, the on-board system.
- e. GPS setup shall be conducted daily during production operations to ensure consistency and accuracy of GPS measurements for all GPS devices prior to the paving and compaction operations.

Documentation: In addition to any data documentation requirements listed elsewhere in this specification, the following minimum documentation regarding all phases of data collection, processing, and reporting shall be provided to the Engineer:

- a. Equipment: Documentation of the manufacture, model, type of paver, and rollers used each day of paving. The relative positioning of the equipment in the paving operations shall be noted.
- b. Initial Data: At a minimum, the electronic data from equipment and the data analysis software shall be provided to the Engineer upon the completion of the first day of paving.
- c. Production Roller/Paver Data: The Contractor shall export from the vendor's software data for all data on a daily basis.

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The Contractor shall analyze the equipment data for coverage area and uniformity and shall submit the results to the Engineer within 24 hours of completion of each day of paving operations.

A summary of all equipment data shall be submitted to the Department at the completion of the Contract.

Assistance and Training:

- a. **Technical Assistance:** The Contractor shall coordinate on-Site technical assistance of the equipment representative(s) during the initial 7 days of production and as needed during the remaining operations. The equipment representative shall be present during the initial setup and verification testing of the equipment. The equipment representative shall assist the Contractor with data management using the data analysis software including data input and processing.
- b. **On-Site Training:** The Contractor shall coordinate on-Site training for Contractors and Department Project personnel related to operation of the technology. Contractor's personnel shall include the paving superintendent, QC technician(s), and equipment operator(s). Minimum training topics shall include:
 1. Background information for the specific system(s) to be used
 2. Setup and checks for system(s), GPS receiver, base-station and hand held rovers
 3. Operation of the system(s) on the equipment i.e., setup data collection, start/stop of data recording, and on-board display options
 4. Transferring raw data from the equipment i.e., via USB connections
 5. Operation of vendor's software to open and view raw data files and exporting all-passes and proofing data files in Veda-compatible format
 6. Operation of Veda software to import the above exported all-passes and proofing data files, inspection of maps, input point test data, perform statistics analysis, and produce reports for Project requirements
 7. Coverage and uniformity requirements

Method of Measurement: These items will be measured by the number of tons of PMA S0.5 for the Project placed by the paver(s) and compacted by the roller(s), in accordance with these specifications. The number of tons eligible for payment will be equal to the number of tons of PMA S0.5 delivered to the Project during the period of acceptable documentation for the equipment. Acceptable documentation includes all the Essential Data Information and Data Elements on a continuous basis.

Basis of Payment: These items will be paid at the Contract unit price per ton for Documentation of Uniform Placement of Bituminous Concrete (Paver)" and "Documentation of Uniform Compaction of Bituminous Concrete (Roller Package)" which prices shall include all submittals, technical assistance, materials, equipment, tools, and labor incidental thereto.

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<u>Pay Item</u>	<u>Pay Unit</u>
Documentation of Uniform Placement of Bituminous Concrete (Paver)	Ton
Documentation of Uniform Compaction of Bituminous Concrete (Roller)	Ton

ASPHALT ADJUSTMENT COST

The Asphalt Price is available on the Department of Transportation website at:

<http://www.ct.gov/dot/asphaltadjustment>

Description: The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of hot mix asphalt (HMA), Polymer Modified Asphalt (PMA), and Ultra-Thin Bonded Hot-Mix Asphalt mixtures completed and accepted during the Contract.

Construction Methods:

An asphalt adjustment will be applied only if all of the following conditions are met:

1. For HMA and PMA mixtures:
 - a. The HMA or PMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
 - b. The total quantity for all HMA and PMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
2. For Ultra-Thin Bonded HMA mixtures:
 - a. The Ultra-Thin Bonded HMA mixture for which the adjustment would be applied is listed as a Contract item.
 - b. The total quantity for Ultra-Thin Bonded HMA mixture in the Contract exceeds:
 - i. 800 tons if the Ultra-Thin Bonded HMA item has a pay unit of tons.
 - ii. 30,000 square yards if the Ultra-Thin Bonded HMA item has a pay unit of square yards.

Note: The quantity of Ultra-Thin Bonded HMA measured in tons shall be determined from the material documentation requirements set forth in the Ultra-Thin Bonded HMA item Special Provision.
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.

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d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the Ultra-Thin Bonded HMA mixture system.

3. Regardless of the binder used in all HMA or PMA mixtures, the Asphalt Adjustment Cost will be based on PG 64-22.

The Connecticut Department of Transportation (ConnDOT) will post on its website, the average per ton selling price (asphalt price) of the performance-graded binder. The average is based on the high and low selling price published in the most recent available issue of the **Asphalt Weekly Monitor**® furnished by Poten & Partners, Inc. under the "East Coast Market – New England, New Haven, Connecticut area," F.O.B. manufacturer's terminal.

The selling price furnished from the Asphalt Weekly Monitor ® is based on United States dollars per standard ton (US\$/ST).

Method of Measurement:

Formula: $HMA \times [PG\%/100] \times [(Period\ Price - Base\ Price)] = \$ \text{ ______ },$
where

- **HMA:**

- a. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of tons: The quantity of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.

- b. For Ultra-Thin Bonded HMA mixtures with pay units of square yards:

The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons as documented according to the Material Documentation provision (section G) of the Ultra-Thin Bonded HMA Special Provision.

- **Asphalt Base Price:** The asphalt price posted on the ConnDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the ConnDOT website during the period the HMA or PMA mixture was placed.

- **PG%:** Performance-Graded Binder percentage

- 1. For HMA or PMA mixes:

- PG% = 4.5 for HMA S1 and PMA S1
 - PG% = 5.0 for HMA S0.5 and PMA S0.5
 - PG% = 6.0 for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25

- 2. For Ultra-Thin Bonded HMA mixes:

PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

The asphalt adjustment cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids.

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Basis of Payment: The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this item will be considered the bid price although the adjustment will be made as described above. The estimated cost figure is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

<u>Pay Item</u>	<u>Pay Unit</u>
Asphalt Adjustment Cost	Est.

SECTION 4.06 - BITUMINOUS CONCRETE

Section 4.06 is being deleted in its entirety and replaced with the following:

4.06.01—Description

4.06.02—Materials

4.06.03—Construction Methods

4.06.04—Method of Measurement

4.06.05—Basis of Payment

4.06.01—Description: Work under this section shall include the production, delivery, placement, and compaction of an uniform textured, non-segregated, smooth bituminous concrete pavement to the grade and cross section shown on the plans.

The terms listed below as used in this specification are defined as:

Bituminous Concrete: A composite material consisting of prescribed amounts of asphalt binder, and aggregates. Asphalt binder may also contain additives engineered to modify specific properties and/or behavior of the composite material. References to bituminous concrete apply to all of its forms, such as those identified as hot-mix asphalt (HMA), or polymer-modified asphalt (PMA).

Bituminous Concrete Plant (Plant): A structure where aggregates and asphalt binder are combined in a controlled fashion into a bituminous concrete mixture suitable for forming pavements and other paved surfaces.

Course: A continuous layer (a lift or multiple lifts) of the same bituminous concrete mixture placed as part of the pavement structure.

Density Lot: The total tonnage of all bituminous concrete placed in a single lift and as defined in Article 4.06.03.

Disintegration: Erosion or fragmentation of the pavement surface which can be described as polishing, weathering-oxidizing, scaling, spalling, raveling, or formation of potholes.

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Dispute Resolution: A procedure used to resolve conflicts between the Engineer and the Contractor's test results that may affect payment.

Hot Mix Asphalt (HMA): A bituminous concrete mixture typically produced at 325°F.

Job Mix Formula (JMF): A recommended aggregate gradation and asphalt binder content to achieve the required mixture properties.

Lift: An application of a bituminous concrete mixture placed and compacted to a specified thickness in a single paver pass.

Percent Within Limits (PWL): The percentage of the lot falling between the Upper Specification Limit (USL) and the Lower Specification Limit (LSL).

Polymer-Modified Asphalt (PMA): A bituminous concrete mixture containing a polymer modified asphalt binder and using a qualified warm mix technology.

Production Lot: The total tonnage of a bituminous concrete mixture from a single source that may receive an adjustment.

Production Sub Lot: Portion of the production lot typically represented by a single sample.

Quality Assurance (QA): All those planned and systematic actions necessary to provide ConnDOT the confidence that a Contractor will perform the work as specified in the Contract.

Quality Control (QC): The sum total of activities performed by the vendor (Producer, Manufacturer, and Contractor) to ensure that a product meets contract specification requirements.

Superpave: A bituminous concrete mix design used in mixtures designated as "S*" Where "S" indicates Superpave and * indicates the sieve related to the nominal maximum aggregate size of the mix.

Segregation: A non-uniform distribution of a bituminous concrete mixture in terms of gradation, temperature, or volumetric properties.

Warm Mix Asphalt (WMA) Technology: A qualified additive or technology that may be used to produce a bituminous concrete at reduced temperatures and/or increase workability of the mixture.

4.06.02—Materials: All materials shall conform to the requirements of Section M.04.

1. Materials Supply: The bituminous concrete mixture must be from one source of supply and originate from one Plant unless authorized by the Engineer.

2. Recycled Materials: Reclaimed Asphalt Pavement (RAP), Crushed Recycled Container Glass (CRCG), Recycled Asphalt Shingles (RAS), or crumb rubber (CR) from recycled tires may be incorporated in bituminous concrete mixtures in accordance with Project Specifications.

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4.06.03—Construction Methods:

1. Material Documentation: All vendors producing bituminous concrete must have Plants with automated vehicle-weighing scales, storage scales, and material feeds capable of producing a delivery ticket containing the information below.

- a. "State of Connecticut" printed on ticket.
- b. Name of producer, identification of Plant, and specific storage silo if used.
- c. Date and time.
- d. Mixture Designation; Mix type and level Curb mixtures for machine-placed curbing must state "curb mix only".
- e. If WMA Technology is used, the additive name and dosage rate or water injection rate must be listed.
- f. Net weight of mixture loaded into the vehicle (When RAP and/or RAS is used the moisture content shall be excluded from mixture net weight).
- g. Gross weight (equal to the net weight plus the tare weight or the loaded scale weight).
- h. Tare weight of vehicle (Daily scale weight of the empty vehicle).
- i. Project number, purchase order number, name of Contractor (if Contractor other than Producer).
- j. Vehicle number - unique means of identification vehicle.
- k. For Batch Plants, individual aggregate, recycled materials, and virgin asphalt max/target/min weights when silos are not used.
- l. For every mixture designation the running daily total delivered and sequential load number.

The net weight of mixture loaded into the vehicle must be equal to the cumulative measured weights of its components.

The Contractor must notify the Engineer immediately if, during production, there is a malfunction of the weight recording system in the automated Plant. Manually written tickets containing all required information will be allowed for no more than one hour.

The State reserves the right to have an inspector present to monitor batching and /or weighing operations.

2. Transportation of Mixture: The mixture shall be transported in vehicles that are clean of all foreign material, excessive coating or cleaning agents, and, that have no gaps through which mixture might spill. Any material spilled during the loading or transportation process shall be quantified by re-weighing the vehicle. The Contractor shall load vehicles uniformly so that segregation is minimized. Loaded vehicles shall be tightly covered with waterproof covers acceptable to the Engineer. Mesh covers are prohibited. The cover must minimize air infiltration. Vehicles found not to be in conformance shall not be loaded.

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Vehicles with loads of bituminous concrete being delivered to State projects must not exceed the statutory or permitted load limits referred to as gross vehicle weight (GVW). The Contractor shall furnish a list and allowable weights of all vehicles transporting mixture.

The State reserves the right to check the gross and tare weight of any vehicle. If the gross or tare weight varies from that shown on the delivery ticket by more than 0.4 percent, the Engineer will recalculate the net weight. The Contractor shall correct the discrepancy to the satisfaction of the Engineer.

If a vehicle delivers mixture to the project and the delivery ticket indicates that the vehicle is overweight, the load may not be rejected but a "Measured Weight Adjustment" will be taken in accordance with Article 4.06.04.

Vehicle body coating and cleaning agents must not have a deleterious effect on the mixture. The use of solvents or fuel oil, in any concentration, is prohibited for the coating of vehicle bodies.

For each delivery, the Engineer shall be provided a clear, legible copy of the delivery ticket.

3. Paving Equipment: The Contractor shall have the necessary paving and compaction equipment at the project site to perform the work. All equipment shall be in good working order and any equipment that is worn, defective or inadequate for performance of the work shall be repaired or replaced by the Contractor to the satisfaction of the Engineer. During the paving operation, the use of solvents or fuel oil, in any concentration, is prohibited as a release agent or cleaner on any paving equipment (i.e., rollers, pavers, transfer devices, etc.).

Refueling or cleaning of equipment is prohibited in any location on the project where fuel or solvents might come in contact with paved areas or areas to be paved. Solvents used in cleaning mechanical equipment or hand tools shall be stored off of areas paved or to be paved.

Pavers: Each paver shall have a receiving hopper with sufficient capacity to provide for a uniform spreading operation and a distribution system that places the mix uniformly, without segregation. The paver shall be equipped with and use a vibratory screed system with heaters or burners. The screed system shall be capable of producing a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screed units as part of the system shall have auger extensions and tunnel extenders as necessary. Automatic screed controls for grade and slope shall be used at all times unless otherwise authorized by the Engineer. The controls shall automatically adjust the screed to compensate for irregularities in the preceding course or existing base. The controls shall maintain the proper transverse slope and be readily adjustable, and shall operate from a fixed or moving reference such as a grade wire or floating beam.

Rollers: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Rollers types shall include steel-wheeled, pneumatic or a combination thereof. Rollers that operate in a dynamic mode shall have drums that use a vibratory or oscillatory system or combination of. Vibratory rollers shall be equipped with indicators for amplitude, frequency and speed settings/readouts to measure the impacts per foot during the compaction process. Oscillatory rollers shall be equipped with frequency indicators. Rollers can operate in the dynamic mode using the oscillatory system on concrete structures such as bridges and catch basins if at the lowest frequency setting.

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Pneumatic tire rollers shall be equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface. The Contractor shall furnish documentation to the Engineer regarding tire size; pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure is uniform for all wheels.

Lighting: For paving operations, which will be performed during hours of darkness, the paving equipment shall be equipped with lighting fixtures as described below, or with an approved equal. Lighting shall minimize glare to passing traffic. The lighting options and minimum number of fixtures are listed in Tables 4.06-1 and 4.06-2:

TABLE 4.06-1: Minimum Paver Lighting

Option	Fixture Configuration	Fixture Quantity	Requirement
1	Type A	3	Mount over screed area
	Type B (narrow) or Type C (spot)	2	Aim to auger and guideline
	Type B (wide) or Type C (flood)	2	Aim 25 feet behind paving machine
2	Type D Balloon	2	Mount over screed area

TABLE 4.06-2: Minimum Roller Lighting

Option	Fixture Configuration*	Fixture Quantity	Requirement
1	Type B (wide)	2	Aim 50 feet in front of and behind roller
	Type B (narrow)	2	Aim 100 feet in front of and behind roller
2	Type C (flood)	2	Aim 50 feet in front of and behind roller
	Type C (spot)	2	Aim 100 feet in front of and behind roller
3	Type D Balloon	1	Mount above the roller

*All fixtures shall be mounted above the roller.

Type A: Fluorescent fixture shall be heavy-duty industrial type. Each fixture shall have a minimum output of 8,000 lumens. The fixtures shall be mounted horizontally, and be designed for continuous row installation.

Type B: Each floodlight fixture shall have a minimum output of 18,000 lumens.

Type C: Each fixture shall have a minimum output of 19,000 lumens.

Type D: Balloon light: Each balloon light fixture shall have a minimum output of 50,000 lumens, and emit light equally in all directions.

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Material Transfer Vehicle (MTV): A MTV shall be used when placing a bituminous concrete surface course as indicated in the contract documents.

The MTV must be a vehicle specifically designed for the purpose of delivering the bituminous concrete mixture from the delivery vehicle to the paver. The MTV must continuously remix the bituminous concrete mixture throughout the placement process.

The use of a MTV will be subject to the requirements stated in Article 1.07.05- Load Restrictions. The Engineer may limit the use of the vehicle if it is determined that the use of the MTV may damage highway components, utilities, or bridges. The Contractor shall submit to the Engineer at time of pre-construction the following information:

- The make and model of the MTV.
- The individual axle weights and axle spacing for each piece of paving equipment (haul vehicle, MTV and paver).
- A working drawing showing the axle spacing in combination with all pieces of equipment that will comprise the paving echelon.

4. Test Section: The Engineer may require the Contractor to place a test section whenever the requirements of this specification or Section M.04 are not met.

The Contractor shall submit the quantity of mixture to be placed and the location of the test section for review and approval by the Engineer. The same equipment used in the construction of a passing test section shall be used throughout production.

If a test section fails to meet specifications, the Contractor shall stop production, make necessary adjustments to the job mix formula, Plant operations, or procedures for placement and compaction. The Contractor shall construct test sections, as allowed by the Engineer, until all the required specifications are met. All test sections shall also be subject to removal as set forth in Article 1.06.04.

5. Transitions for Roadway Surface: Transitions shall be formed at any point on the roadway where the pavement surface deviates, vertically, from the uniform longitudinal profile as specified on the plans. Whether formed by milling or by bituminous concrete mixture, all transition lengths shall conform to the criteria below unless otherwise specified.

Permanent Transitions: Defined as any gradual change in pavement elevation that remains as a permanent part of the work.

A transition shall be constructed no closer than 75 feet from either side of a bridge expansion joint or parapet. All permanent transitions, leading and trailing, shall meet the following length requirements:

- (a) Posted speed limit is greater than 35 MPH: 30 feet per inch of elevation change.
- (b) Posted speed limit is 35 MPH or less: 15 feet per inch of elevation change.

In areas where it is impractical to use the above described permanent transition lengths the use of a shorter permanent transition length may be permitted when approved by the Engineer.

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Temporary Transitions: A temporary transition is defined as a transition that does not remain a permanent part of the work. All temporary transitions shall meet the following length requirements:

- a) Posted speed limit is greater than 50 MPH
 - (1) Leading Transitions = 15 feet per inch of vertical change (thickness)
 - (2) Trailing Transitions = 6 feet per inch of vertical change (thickness)
- b) Posted speed limit is 40, 45, or 50 MPH
 - (1) Leading and Trailing = 4 feet per inch of vertical change (thickness)
- c) Posted speed limit is 35 MPH or less
 - (1) Leading and Trailing = 3 feet per inch of vertical change (thickness)

Note: Any temporary transition to be in-place over the winter shutdown period or during extended periods of inactivity (more than 14 calendar days) shall conform to the greater than 50 MPH requirements shown above.

6. Spreading and Finishing of Mixture: Prior to the placement of the mixture, the underlying base course shall be brought to the plan grade and cross section within the allowable tolerance.

Immediately before placing a bituminous concrete lift, a uniform coating of tack coat shall be applied to all existing underlying pavement surfaces and on the exposed surface of a wedge joint. Such surfaces shall be clean and dry. Sweeping or other means acceptable to the Engineer shall be used.

The mixture shall not be placed whenever the surface is wet or frozen.

The Engineer may verify the mixture temperature by means of a probe or infrared type of thermometer. The Engineer may reject the load based on readings from a probe type thermometer and the specify temperature in the quality control plan (QCP) for placement.

Tack Coat Application: The tack coat shall be applied by a pressurized spray system that results in uniform overlapping coverage at an application rate of 0.03 to 0.05 gallons per square yard for a non-milled surface and an application rate of 0.05 to 0.07 gallons per square yard for a milled surface. For areas where both milled and un-milled surfaces occur, the tack coat shall be an application rate of 0.03 to 0.05 gallons per square yard. The Engineer must approve the equipment and the method of measurement prior to use. The material for tack coat shall not be heated in excess of 160°F and shall not be further diluted.

Tack coat shall be allowed sufficient time to break prior to any paving equipment or haul vehicles driving on it.

The Contractor may request to omit the tack coat application between bituminous concrete layers that have not been exposed to traffic and are placed during the same work shift. Requests to omit tack coat application on the exposed surface of a wedge joint will not be considered.

Placement: The mixture shall be placed and compacted to provide a smooth, dense surface with a uniform texture and no segregation at the specified thickness and dimensions indicated in the plans and specifications.

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When unforeseen weather conditions prevent further placement of the mixture, the Engineer is not obligated to accept or place the bituminous concrete mixture that is in transit from the Plant.

In advance of paving, traffic control requirements shall be set up, maintained throughout placement, and shall not be removed until all associated work including density testing is completed.

The Contractor shall inspect the newly placed pavement for defects in the mixture or placement before rolling is started. Any deviation from standard crown or section shall be immediately remedied by placing additional mixture or removing surplus mixture. Such defects shall be corrected to the satisfaction of the Engineer.

Where it is impractical due to physical limitations to operate the paving equipment, the Engineer may permit the use of other methods or equipment. Where hand spreading is permitted, the mixture shall be placed by means of suitable shovels and other tools, and in a uniformly loose layer at a thickness that will result in a completed pavement meeting the designed grade and elevation.

Placement Tolerances: Each lift of bituminous concrete placed at a specified thickness shall meet the following requirements for thickness and area. Any pavement exceeding these limits shall be subject to an adjustment or removal. Lift tolerances will not relieve the Contractor from meeting the final designed grade. Lifts of specified non-uniform thickness, i.e. wedge or shim course, shall not be subject to thickness and area adjustments.

- a) Thickness- Where the average thickness of the lift exceeds that shown on the plans beyond the tolerances shown in Table 4.06-3; the Engineer will calculate the thickness adjustment in accordance with Article 4.06.04.

TABLE 4.06-3: Thickness Tolerances

Mixture Designation	Lift Tolerance
S1	+/- 3/8 inch
S0.25, S0.375, S0.5	+/- 1/4 inch

Where the thickness of the lift of mixture is less than that shown on the plans beyond the tolerances shown in Table 4.06-3, the Contractor, with the approval of the Engineer, shall take corrective action in accordance with this specification.

- b) Area- Where the width of the lift exceeds that shown on the plans by more than the specified thickness; the Engineer will calculate the area adjustment in accordance with Article 4.06.04.
- c) Delivered Weight of Mixture - When the delivery ticket shows that the vehicle exceeds the allowable gross weight for the vehicle type, the Engineer will calculate the weight adjustment in accordance with Article 4.06.04.

Transverse Joints: All transverse joints shall be formed by saw-cutting to expose the full thickness of the lift. Tack coat shall be applied to the sawn face immediately prior to additional mixture being placed.

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Compaction: The Contractor shall compact the mixture to meet the density requirements as stated in Article 4.06.03 and eliminate all roller marks without displacement, shoving, cracking, or aggregate breakage.

When placing a lift with a specified thickness less than one and one-half (1 ½) inches, or a wedge course, the Contractor shall provide a minimum rolling pattern as determined by the development of a compaction curve. The procedure to be used shall be documented in the Contractor's QCP for placement and demonstrated on the first day of placement.

The use of the vibratory system on concrete structures is prohibited. When approved by the Engineer, the Contractor may operate a roller using an oscillatory system at the lowest frequency setting.

If the Engineer determines that the use of compaction equipment in the dynamic mode may damage highway components, utilities, or adjacent property, the Contractor shall provide alternate compaction equipment. The Engineer may allow the Contractor to operate rollers in the dynamic mode using the oscillatory system at the lowest frequency setting.

Rollers operating in the dynamic mode shall be shut off when changing directions.

These allowances will not relieve the Contractor from meeting pavement compaction requirements.

Surface Requirements:

Each lift of the surface course shall not vary more than ¼ inch from a Contractor-supplied 10 foot straightedge. For all other lifts, the tolerance shall be ⅜ inch. Such tolerance will apply to all paved areas.

Any surface that exhibits these characteristics or exceeds these tolerances shall be corrected by the Contractor at its own expense.

7. Longitudinal Joint Construction Methods: The Contractor shall use Method I- Notched Wedge Joint (see Figure 4.06-1) when constructing longitudinal joints where lift thicknesses are between 1½ and 3 inches. S1.0 mixtures shall be excluded from using Method I. Method II Butt Joint (see Figure 4.06-2) shall be used for lifts less than 1½ inches or greater than or equal to 3 inches. During placement of multiple lifts, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inches from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length. The difference in elevation between the two faces of any completed longitudinal joint shall not exceed ¼ inch in any location.

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Method I - Notched Wedge Joint:

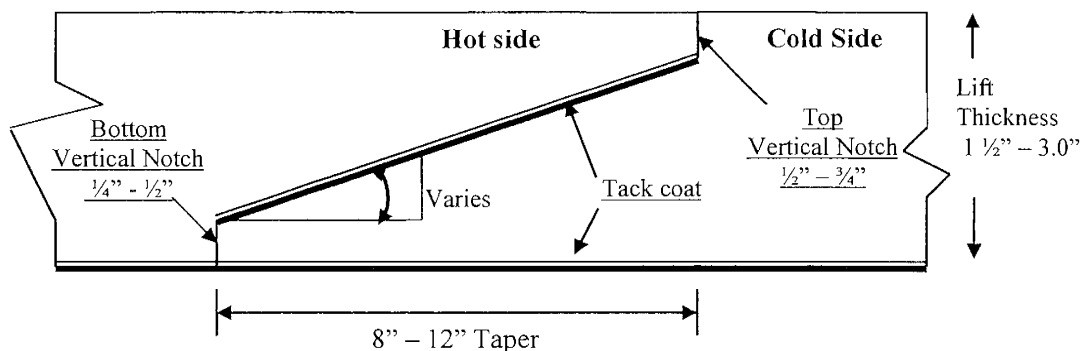


FIGURE 4.06-1: Notched Wedge Joint

A notched wedge joint shall be constructed as shown in Figure 4.06-1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches. The device shall have an integrated vibratory system.

The taper portion of the wedge joint must be placed over the longitudinal joint in the lift immediately below. The top vertical notch must be located at the centerline or lane line in the final lift. The requirement for paving full width "curb to curb" as described in Method II may be waived if addressed in the QC plan and approved by the Engineer.

The taper portion of the wedge joint shall be evenly compacted using equipment other than the paver or notch wedge joint device.

The taper portion of the wedge joint shall not be exposed to traffic for more than 5 calendar days.

Any exposed wedge joint must be located to allow for the free draining of water from the road surface.

The Engineer reserves the right to define the paving limits when using a wedge joint that will be exposed to traffic.

If Method I, Notched Wedge Joint cannot be used on lifts between 1.5 and 3 inches, Method III Butt Joint may be substituted according to the requirements below for "Method III – Butt Joint with Hot Pour Rubberized Asphalt Treatment."

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Method II - Butt Joint:

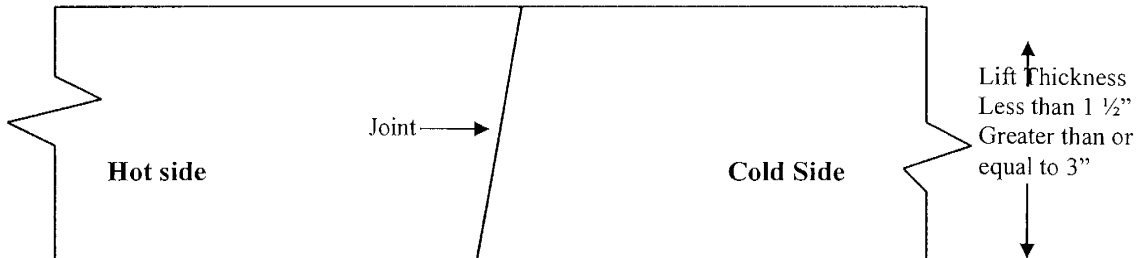


FIGURE 4.06-2: Butt Joint

When adjoining passes are placed, the Contractor shall utilize equipment that creates a near vertical edge (refer to Figure 4.06-2). The completing pass (hot side) shall have sufficient mixture so that the compacted thickness is not less than the previous pass (cold side). The end gate on the paver should be set so there is an overlap onto the cold side of the joint.

The Contractor shall not allow any butt joint to be incomplete at the end of a work shift unless otherwise allowed by the Engineer. When using this method, the Contractor is not allowed to leave a vertical edge exposed at the end of a work shift and must complete paving of the roadway full width "curb to curb."

Method III- Butt Joint with Hot Poured Rubberized Asphalt Treatment: If Method I Wedge Joint cannot be used due to physical constraints in certain limited locations; the contractor may submit a request in writing for approval by the Engineer, to utilize Method III Butt Joint as a substitution in those locations. There shall be no additional measurement or payment made when the Method III Butt Joint is substituted for the Method I Notched Wedge Joint. When required by the contract or approved by the Engineer, Method III (see Figure 4.06-3) shall be used.

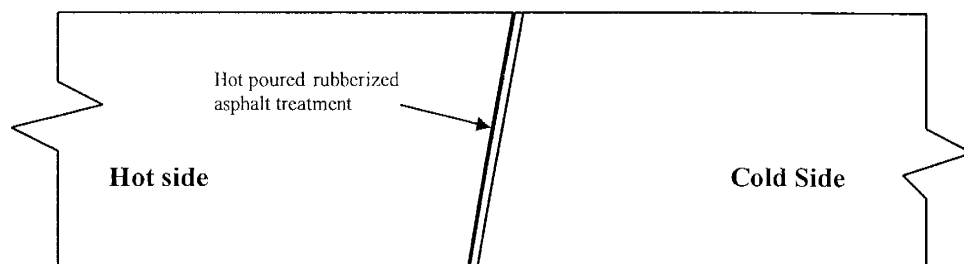


FIGURE 4.06-3: Butt Joint with Hot Poured Rubberized Asphalt Treatment

All of the requirements of Method II must be met with Method III. In addition, the longitudinal vertical edge must be treated with a rubberized joint seal material meeting the requirements of ASTM D 6690, Type 2. The joint sealant shall be placed on the face of the "cold side" of the butt joint as shown above prior to placing the "hot side" of the butt joint. The joint seal material shall be applied in accordance with the manufacturer's recommendation so as to provide a uniform coverage and avoid excess bleeding onto the newly placed pavement.

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8. Contractor Quality Control (QC) Requirements: The Contractor shall be responsible for maintaining adequate quality control procedures throughout the production and placement operations. Therefore, the Contractor must ensure that the materials, mixture and work provided by Subcontractors, Suppliers and Producers also meet contract specification requirements.

This effort must be documented in Quality Control Plans and address the actions, inspection, or sampling and testing necessary to keep the production and placement operations in control, to determine when an operation has gone out of control and to respond to correct the situation in a timely fashion.

The Standard QCP for production shall consist of the quality control program specific to the production facility.

There are three components to the QCP for placement: a Standard QCP, a Project Summary Sheet that details project specific information, and if applicable a separate Extended Season Paving Plan as required in Section 9 "Temperature and Seasonal Requirements".

The Standard QCP for both production and placement shall be submitted to the Department for approval each calendar year and at a minimum of 30 days prior to production or placement.

Production or placement shall not occur until all QCP components have been approved by the Engineer.

Each QCP shall include the name and qualifications of a Quality Control Manager (QCM). The QCM shall be responsible for the administration of the QCP, and any modifications that may become necessary. The QCM shall have the ability to direct all Contractor personnel on the project during paving operations. All Contractor sampling, inspection and test reports shall be reviewed and signed by the QCM prior to submittal to the Engineer. The QCPs shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor.

Approval of the QCP does not relieve the Contractor of its responsibility to comply with the project specifications. The Contractor may modify the QCPs as work progresses and must document the changes in writing prior to resuming operations. These changes include but are not limited to changes in quality control procedures or personnel. The Department reserves the right to deny significant changes to the QCPs.

QCP for Production: Refer to Section M.04.03-1.

QCP for Placement: The Standard QCP, Project Summary Sheet, and Extended Season Paving Plan shall conform to the format provided by the Engineer. The format is available at http://www.ct.gov/dot/lib/dot/documents/dconstruction/pat/qcp_outline_hma_placement.pdf.

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The Contractor shall perform all quality control sampling and testing, provide inspection, and exercise management control to ensure that placement conforms to the requirements as outlined in its QCP during all phases of the work. The Contractor shall document these activities for each day of placement.

The Contractor shall submit complete field density testing and inspection records to the Engineer within 48 hours in a manner acceptable to the Engineer.

The Contractor may obtain one (1) mat core and one (1) joint core per day for process control, provided this process is detailed in the QCP. The results of these process control cores shall not be used to dispute the Department determinations from the acceptance cores. The Contractor shall submit the location of each process control core to the Engineer for approval prior to taking the core. The core holes shall be filled to the same requirements described in sub-article 4.06.03-10.

9. Temperature and Seasonal Requirements: Paving, including placement of temporary pavements, shall be divided into two seasons, "In-Season" and "Extended-Season". In-Season paving occurs from May 1 – October 14, and Extended Season paving occurs from October 15- April 30. The following requirements shall apply unless otherwise authorized or directed by the Engineer:

- Mixtures shall not be placed when the air or sub base temperature is less than 40°F regardless of the season.
- Should paving operations be scheduled during the Extended Season, the Contractor must submit an Extended Season Paving Plan for the project that addresses minimum delivered mix temperature considering WMA, PMA or other additives, maximum paver speed, enhanced rolling patterns and the method to balance mixture delivery and placement operations. Paving during Extended Season shall not commence until the Engineer has approved the plan.

10. Obtaining Bituminous Concrete Cores: This Section describes the methodology and sampling frequency the Contractor shall use to obtain pavement cores.

Coring shall be performed on each lift specified to a thickness of one and one-half (1 ½) inches or more within 5 days of placement. The Contractor shall extract cores (4 or 6 inch diameter for S0.25, S0.375 and S0.5 mixtures 6 inch diameter for S1.0 mixtures) from locations determined by the Engineer. The Engineer must witness the extraction, labeling of cores and filling of the core holes.

A density lot will be complete when the full designed paving width and length of the lot has been placed and shall include all longitudinal joints between the curb lines. HMA S1 mixes are excluded from the longitudinal joint density requirements.

A standard density lot is the quantity of material placed within the defined area exclusive of any structures. A combo density lot is the quantity of material placed within the defined area inclusive of structures less than or equal to 500 feet long. A bridge density lot is the quantity of material placed on a structure larger than 500 feet in length.

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Prior to paving, the type and number of lot (s) shall be determined by the Engineer. The number of cores per lot shall be determined in accordance to Tables 4.06-4, 4.06-5A and 4.06-5B. Noncontiguous areas such as highway ramps may be combined to create one lot. Combined areas should be set up to target a 2000 ton lot size. The longitudinal locations of mat cores within a lot containing multiple paving passes will be determined using the total distance covered by the paver. The locations of the joint cores will be determined using the total length of longitudinal joints within the lot.

Sampling is in accordance with the following tables:

TABLE 4.06-4: Bridge Density Lot(s)

Length of Each Structure (Feet)	No. of Mat Cores	No. of Joint Cores
≤ 500'	See Table 4.06-5(A or B)	See Table 4.06-5(A or B)
501' – 1500'	3	3
1501' – 2500'	4	4
2501' and greater	5	5

All material placed on structures less than or equal to 500 feet in length shall be included as part of a standard lot as follows:

TABLE 4.06-5A: Standard and Combo Density Lot(s) ≥ 500 Tons

Lot Type	No. of Mat Cores		No. of Joint Cores		Target Lot Size (Tons)
Standard Lot / Without Bridge (s)	4		4		2000
Combo Lot / Lot With Bridge(s) ⁽¹⁾	4 plus	1 per structure (≤ 300')	4 plus	1 per structure (≤ 300')	2000
		2 per structure (301' – 500')		2 per structure (301' – 500')	

TABLE 4.06-5B: Standard and Combo Density Lot < 500 Tons

Lot Type	No. of Mat Cores		No. of Joint Cores	
Standard Lot / Without Bridge (s)	3		3	
Combo Lot / Lot With Bridge(s) ⁽¹⁾	2 plus	1 per structure	2 plus	1 per structure

Note:

⁽¹⁾ If a combo lot mat or joint core location randomly falls on a structure, the core is to be obtained on the structure in addition to the core(s) required on the structure.

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After the lift has been compacted and cooled, the Contractor shall cut cores to a depth equal to or greater than the lift thickness and remove them without damaging the lift(s) to be tested. Any core that is damaged or obviously defective while being obtained will be replaced with a new core from a location within 2 feet measured in a longitudinal direction.

A mat core shall not be located any closer than one foot from the edge of a paver pass. If a random number locates a core less than one foot from any edge, the location will be adjusted by the Engineer so that the outer edge of the core is one foot from the edge of the paver pass.

Method I, Notched Wedge Joint cores shall be taken so that the center of the core is 5 inches from the visible joint on the hot mat side (Figure 4.06-5).

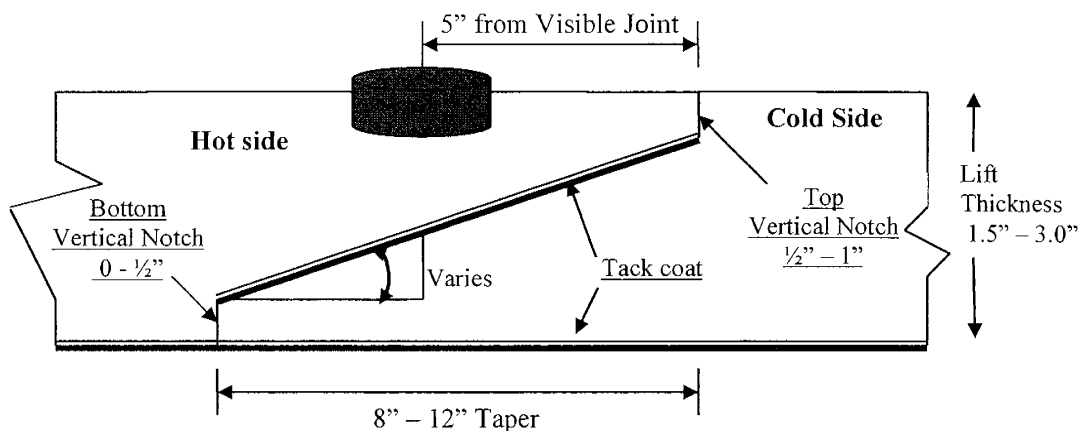


FIGURE 4.06-5: Notched Wedge Joint Cores

When Method II or Method III Butt Joint is utilized, cores shall be taken from the hot side so the edge of the core is within 1 inch of the longitudinal joint.

The cores shall be labeled by the Contractor with the project number, date placed, lot number and sub-lot number. The core's label shall include "M" for a mat core and "J" for a joint core. A mat core from the second lot and first sub-lot shall be labeled "M2 - 1" (Figure 4.06-4). The Engineer shall fill out a MAT-109 to accompany the cores. The Contractor shall deliver the cores and MAT-109 to the Department's Central Lab. The Contractor shall use a container approved by the Engineer. The container shall have a lid capable of being locked shut and tamper proof. The Contractor shall use foam, bubble wrap, or another suitable material to prevent the cores from being damaged during handling and transportation. Once the cores and MAT-109 are in the container the Engineer will secure the lid using a security seal. The security seal's identification number must be documented on the MAT-109. Central Lab personnel will break the security seal and take possession of the cores.

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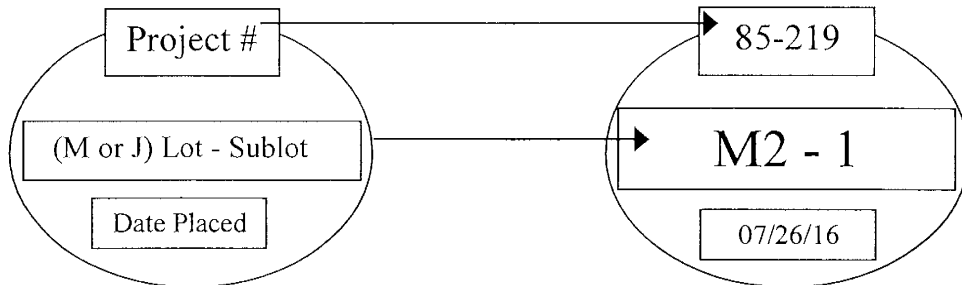


FIGURE 4.06-4: Labeling of Cores

Each core hole shall be filled within four hours upon core extraction. Prior to being filled, the hole shall be prepared by removing any free water and applying tack coat using a brush or other means to uniformly cover the cut surface. The core hole shall be filled using a bituminous concrete mixture at a minimum temperature of 240°F containing the same or smaller nominal maximum aggregate size and compacted with a hand compactor or other mechanical means to the maximum compaction possible. The bituminous concrete shall be compacted to $\frac{1}{8}$ inch above the finished pavement.

11. Acceptance Sampling and Testing: Sampling and testing shall be performed at a frequency not less than the minimum frequency specified in Section M.04 and sub-article 4.06.03-10.

Sampling shall be performed in accordance with ASTM D 3665, or a statistically based procedure of stratified random sampling approved by the Engineer.

Plant Material Acceptance: The Contractor shall provide the required sampling and testing during all phases of the work in accordance with Section M.04. The Department will verify the Contractor's acceptance test results. Should any test results exceed the specified tolerances in the Department's current QA Program for Materials, the Contractor test results for a subject lot or sub lot may be replaced with the Department's results for the purpose of calculating adjustments. The verification procedure is included in the Department's current QA Program for Materials.

Density Acceptance: The Engineer will perform all acceptance testing in accordance with AASHTO T 331. The density of each core will be determined using the daily production's average maximum theoretical specific gravity (Gmm) established during the testing of the parent material at the Plant. When there was no testing of the parent material or any Gmm exceeds the specified tolerances in the Department's current QA Program for Materials, the Engineer will determine the maximum theoretical density value to be used for density calculations.

12. Density Dispute Resolution Process: The Contractor and Engineer will work in partnership to avoid potential conflicts and to resolve any differences that may arise during quality control or acceptance testing for density. Both parties will review their sampling and testing procedures and results and share their findings. If the Contractor disputes the Engineer's test results, the Contractor must submit in writing a request to initiate the Dispute Resolution Process within 7 calendar days of the notification of the test results. No request for dispute resolution will be allowed unless the Contractor provides quality control results within the timeframe described in sub-article 4.06.03-9 supporting its position. No request for Dispute Resolution will be allowed for a Density Lot in which any core was not taken within

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the required 5 calendar days of placement. Should the dispute not be resolved through evaluation of existing testing data or procedures, the Engineer may authorize the Contractor to obtain a new set of core samples per disputed lot. The core samples must be extracted no later than 14 calendar days from the date of Engineer's authorization.

The number and location (mat, joint, or structure) of the cores taken for dispute resolution must reflect the number and location of the original cores. The location of each core shall be randomly located within the respective original sub lot. All such cores shall be extracted and the core hole filled using the procedure outlined in Article 4.06.03. The dispute resolution results shall be added to the original results and averaged for determining the final in-place density value.

13. Corrective Work Procedure:

If pavement placed by the Contractor does not meet the specifications, and the Engineer requires its replacement or correction, the Contractor shall:

- a) Propose a corrective procedure to the Engineer for review and approval prior to any corrective work commencing. The proposal shall include:
 - Limits of pavement to be replaced or corrected, indicating stationing or other landmarks that are readily distinguishable.
 - Proposed work schedule.
 - Construction method and sequence of operations.
 - Methods of maintenance and protection of traffic.
 - Material sources.
 - Names and telephone numbers of supervising personnel.
- b) Any corrective courses placed as the final wearing surface shall match the specified lift thickness after compaction.

14. Protection of the Work: The Contractor shall protect all sections of the newly finished pavement from damage that may occur as a result of the Contractor's operations for the duration of the Project.

15. Cut Bituminous Concrete Pavement: Work under this item shall consist of making a straight-line cut in the pavement to the lines delineated on the plans or as directed by the Engineer. The cut shall provide a straight, clean, vertical face with no cracking, tearing or breakage along the cut edge.

4.06.04—Method of Measurement:

1. HMA S* or PMA S*: The quantity of bituminous concrete measured for payment will be determined by the documented net weight in tons accepted by the Engineer in accordance with this specification and Section M.04.

2. Adjustments: Adjustments may be applied to bituminous concrete quantities and will be measured for payment using the following formulas:

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Yield Factor for Adjustment Calculation = 0.0575 Tons/SY/inch

Actual Area = [(Measured Length (ft)) x (Avg. of width measurements (ft))]

Actual Thickness (t) = Total tons delivered / [Actual Area (SY) x 0.0575 Tons/SY/inch]

- a) Area: If the average width exceeds the allowable tolerance, an adjustment will be made using the following formula. The tolerance for width is equal to the specified thickness (in.) of the lift being placed.

Tons Adjusted for Area (T_A) = $[(L \times W_{adj})/9] \times (t) \times 0.0575 \text{ Tons/SY/inch} = (-) \text{ Tons}$

Where: L = Length (ft)

(t) = Actual thickness (inches)

W_{adj} = (Designed width (ft) + tolerance /12) - Measured Width)

- b) Thickness: If the actual average thickness is less than the allowable tolerance, the Contractor shall submit a repair procedure to the Engineer for approval. If the actual thickness exceeds the allowable tolerance, an adjustment will be made using the following formula:

Tons Adjusted for Thickness (T_T) = $A \times t_{adj} \times 0.0575 = (-) \text{ Tons}$

Where: A = Area = $\{[L \times (\text{Designed width} + \text{tolerance (lift thickness)/12})] / 9\}$

t_{adj} = Adjusted thickness = $[(Dt + \text{tolerance}) - \text{Actual thickness}]$

Dt = Designed thickness (inches)

- c) Weight: If the quantity of bituminous concrete representing the mixture delivered to the project is in excess of the allowable gross vehicle weight (GVW) for each vehicle, an adjustment will be made using the following formula:

Tons Adjusted for Weight (T_w) = $GVW - DGW = (-) \text{ Tons}$

Where: DGW = Delivered gross weight as shown on the delivery ticket or measured on a certified scale.

- d) Mixture Adjustment: The quantity of bituminous concrete representing the production lot at the Plant will be adjusted as follow:

- i. Non-PWL Production Lot (less than 3500 tons):

The adjustment values in Table 4.06-6 and 4.06-7 shall be calculated for each sub lot based on the Air Void (AV) and Asphalt Binder Content (PB) test results for that sub lot. The total adjustment for each day's production (lot) will be computed using tables and the following formulas:

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Tons Adjusted for Superpave Design (T_{so}) = $[(AdjAV_t + AdjPB_t) / 100] \times \text{Tons}$

Percent Adjustment for Air Voids = $AdjAV_t = [AdjAV_1 + AdjAV_2 + AdjAV_i + \dots + AdjAV_n] / n$

Where: $AdjAV_t$ = Total percent air void adjustment value for the lot

$AdjAV_i$ = Adjustment value from Table 4.06-7 resulting from each sub lot or the average of the adjustment values resulting from multiple tests within a sub lot, as approved by the Engineer.

n = number of sub lots based on Table M.04.03-2

TABLE 4.06-6: Adjustment Values for Air Voids

Adjustment Value ($AdjAV_i$) (%)	S0.25, S0.375, S0.5, S1 Air Voids (AV)
+2.5	3.8 - 4.2
+3.125*(AV-3)	3.0 - 3.7
-3.125*(AV-5)	4.3 - 5.0
20*(AV-3)	2.3 - 2.9
-20*(AV-5)	5.1 - 5.7
-20.0	≤ 2.2 or ≥ 5.8

Percent Adjustment for Asphalt Binder = $AdjPB_t = [(AdjPB_1 + AdjPB_2 + AdjPB_i + \dots + AdjPB_n)] / n$

Where: $AdjPB_t$ = Total percent asphalt binder adjustment value for the lot

$AdjPB_i$ = Adjustment value from Table 4.06-7 resulting from each sub lot

n = number of binder tests in a production lot

TABLE 4.06-7: Adjustment Values for Binder Content

Adjustment Value ($AdjAV_i$) (%)	S0.25, S0.375, S0.5, S1 Pb
0.0	JMF Pb \pm 0.3
- 10.0	$\leq \text{JMF Pb} - 0.4$ or $\geq \text{JMF Pb} + 0.4$

- ii. PWL Production Lot (3500 tons or more):

For each lot, the adjustment values shall be calculated based on PWL for AV, VMA and PB test results. The lot will be considered as being normally distributed and all applicable equations in AASHTO R9 and AASHTO R42 Appendix X4 will apply.

Only one test result will be considered for each sub lot. The specification limits are listed in Section M.04.

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For AV, PB and voids in mineral aggregate (VMA), the individual material quality characteristic adjustment (Adj) will be calculated as follow:

For PWL between 50 and 90%: $\text{Adj}(\text{AV}_t \text{ or } \text{PB}_t \text{ or } \text{VMA}_t) = (55 + 0.5 \text{ PWL}) - 100$

For PWL at and above 90%: $\text{Adj}(\text{AV}_t \text{ or } \text{PB}_t \text{ or } \text{VMA}_t) = (77.5 + 0.25 \text{ PWL}) - 100$

Where:

AdjAV_t = Total percent AV adjustment value for the lot

AdjPB_t = Total percent PB adjustment value for the lot

AdjVMA_t = Total percent VMA adjustment value for the lot

Lots with PWL less than 50% in any of the three individual material quality characteristics will be evaluated under 1.06.04.

The total adjustment for each production lot will be computed using the following formula:

Tons Adjusted for Superpave Design (T_{SD}) = $[(0.5\text{AdjAV}_t + 0.25\text{AdjPB}_t + 0.25 \text{ AdjVMA}_t) / 100] \times \text{Tons}$

iii. **Partial Lots:**

Lots with less than 4 sublots will be combined with the prior lot. If there is no prior lot with equivalent material or if the last test result of the prior lot is over 30 calendar days old, the adjustment will be calculated as indicated in 4.06.04-2.d.i.

Lots with 4 or more sublots will be calculated as indicated in 4.06.04-2.d.ii.

- e) **Density Adjustment:** The quantity of bituminous concrete measured for payment in a lift of pavement specified to be 1½ inches or greater may be adjusted for density. Separate density adjustments will be made for each lot and will not be combined to establish one density adjustment. The final lot quantity shall be the difference between the total payable tons for the project and the sum of the previous lots. If either the Mat or Joint adjustment value is "remove and replace", the density lot shall be removed and replaced (curb to curb).

No positive adjustment will be applied to a Density Lot in which any core was not taken within the required 5 calendar days of placement.

Tons Adjusted for Density (T_D) = $\{[(\text{PA}_M \times .50) + (\text{PA}_J \times .50)] / 100\} \times \text{Density Lot Tons}$

Where: T_D = Total tons adjusted for density for each lot

PA_M = Mat density percent adjustment from Table 4.06-9

PA_J = Joint density percent adjustment from Table 4.06-10

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TABLE 4.06-9: Adjustment Values for Pavement Mat density

Average Core Result Percent Mat Density	Percent Adjustment (Bridge and Non-Bridge) ⁽¹⁾⁽²⁾
97.1 - 100	-1.667*(ACRPD-98.5)
94.5 - 97.0	+2.5
93.5 - 94.4	+2.5*(ACRPD-93.5)
92.0 - 93.4	0
90.0 - 91.9	-5*(92-ACRPD)
88.0 - 89.9	-10*(91-ACRPD)
87.0 - 87.9	-30
86.9 or less	Remove and Replace (curb to curb)

TABLE 4.06-10: Adjustment Values for Pavement Joint Density

Average Core Result Percent Joint Density	Percent Adjustment (Bridge and Non-Bridge) ⁽¹⁾⁽²⁾
97.1 - 100	-1.667*(ACRPD-98.5)
93.5 - 97.0	+2.5
92.0 - 93.4	+1.667*(ACRPD-92)
91.0 - 91.9	0
89.0 - 90.9	-7.5*(91-ACRPD)
88.0 - 88.9	-15*(90-ACRPD)
87.0 - 87.9	-30
86.9 or less	Remove and Replace (curb to curb)

⁽¹⁾ ACRPD = Average Core Result Percent Density

⁽²⁾ All Percent Adjustments to be rounded to the second decimal place. For example, 1.667 is to be rounded to 1.67.

3. Transitions for Roadway Surface: The installation of permanent transitions shall be measured under the appropriate item used in the formation of the transition.

The quantity of material used for the installation of temporary transitions shall be measured for payment under the appropriate item used in the formation of the transition. The installation and removal of a bond breaker, and the removal and disposal of any temporary transition formed by milling or with bituminous concrete pavement is not measured for payment.

4. Cut Bituminous Concrete Pavement: The quantity of bituminous concrete pavement cut will be measured in accordance with Article 2.02.04.

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5. Material for Tack Coat: The quantity of tack coat will be measured for payment by the number of gallons furnished and applied on the Project and approved by the Engineer. No tack coat material shall be included that is placed in excess of the tolerance described in Article 4.06.03.

- a. **Container Method-** Material furnished in a container will be measured to the nearest ½ gallon. The volume will be determined by either measuring the volume in the original container by a method approved by the Engineer or using a separate graduated container capable of measuring the volume to the nearest ½ gallon. The container in which the material is furnished must include the description of material, including lot number or batch number and manufacturer or product source.
- b. **Vehicle Method-**
 - i. **Measured by Weight:** The number of gallons furnished will be determined by weighing the material on calibrated scales furnished by the Contractor. To convert weight to gallons, one of the following formulas will be used:

$$\text{Tack Coat (gallons at 60°F)} = \frac{\text{Measured Weight (pounds)}}{\text{Weight per gallon at 60°F}}$$

$$\text{Tack Coat (gallons at 60°F)} = \frac{0.996 \times \text{Measured Weight (pounds)}}{\text{Weight per gallon at 77°F}}$$

- ii. **Measured by automated metering system on the delivery vehicle:**

Tack Coat (gallons at 60°F) = Factor (from Table 4.06-11) multiplied by the measured gallons.

TABLE 4.06-11: Factor to Convert Volume of Tack Coat to 60°F

Tack Coat Application Temperature (°F)	Factor	Tack Coat Application Temperature (°F)	Factor
75	0.996	120	0.985
80	0.995	125	0.984
85	0.994	130	0.983
90	0.993	135	0.982
95	0.991	140	0.980
100	0.990	145	0.979
105	0.989	150	0.978
110	0.988	155	0.977
115	0.986	160	0.976

6. Material Transfer Vehicle (MTV): The furnishing and use of a MTV will be measured separately for payment based on the actual number of surface course tons delivered to a paver using the MTV.

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4.06.05—Basis of Payment:

1. HMA S* or PMA S*: The furnishing and placing of bituminous concrete will be paid for at the Contract unit price per ton for "HMA S*" or "PMA S*".

- All costs associated with providing illumination of the work area are included in the general cost of the work.

- All costs associated with cleaning the surface to be paved, including mechanical sweeping, are included in the general cost of the work. All costs associated with constructing longitudinal joints are included in the general cost of the work.

- All costs associated with obtaining cores for acceptance testing and dispute resolution are included in the general cost of the work.

2. Bituminous Concrete Adjustment Costs: The adjustment will be calculated using the formulas shown below if all of the measured adjustments in Article 4.06.04 are not equal to zero. A positive or negative adjustment will be applied to monies due the Contractor.

Production Lot: $[T_T + T_A + T_W + T_{SD}] \times \text{Unit Price} = \text{Est. (P)}$

Density Lot: $T_D \times \text{Unit Price} = \text{Est. (D)}$

Where: Unit Price = Contract unit price per ton per type of mixture

T_* = Total tons of each adjustment calculated in Article 4.06.04

Est. () = Pay Unit represented in dollars representing incentive or disincentive.

The Bituminous Concrete Adjustment Cost item if included in the bid proposal or estimate is not to be altered by the Contractor.

3. Transitions for Roadway Surface: The installation of permanent transitions shall be paid under the appropriate item used in the formation of the transition. The quantity of material used for the installation of temporary transitions shall be paid under the appropriate F used in the formation of the transition. The installation and removal of a bond breaker, and the removal and disposal of any temporary transition formed by milling or with bituminous concrete pavement is included in the general cost of the work.

4. The cutting of bituminous concrete pavement will be paid in accordance with Article 2.02.05.

5. Material for tack coat will be paid for at the Contract unit price per gallon at 60°F for "Material for Tack Coat".

6. The Material Transfer Vehicle (MTV) will be paid at the Contract unit price per ton for a "Material Transfer Vehicle".

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<u>Pay Item*</u>	<u>Pay Unit*</u>
HMA S*	Ton
PMA S*	Ton
Bituminous Concrete Adjustment Cost	Est.
Material for Tack Coat	Gal.
Material Transfer Vehicle	Ton

*For contracts administered by the State of Connecticut, Department of Administrative Services, the pay items and pay units are as shown in contract award price schedule.

SECTION M.04 - BITUMINOUS CONCRETE

Section M.04 is being deleted in its entirety and replaced with the following:

M.04.01—Bituminous Concrete Materials and Facilities

M.04.02—Mix Design and Job Mix Formula (JMF)

M.04.03—Production Requirements

M.04.01—Bituminous Concrete Materials and Facilities: Each source of component material, Plant and laboratory used to produce and test bituminous concrete must be qualified on an annual basis by the Engineer. AASHTO or ASTM Standards noted with an (M) have been modified and are detailed in Table M.04.03-6.

Aggregates from multiple sources of supply must not be blended or stored in the same stockpile.

1. Coarse Aggregate:

All coarse aggregate shall meet the requirements listed in Section M.01.

2. Fine Aggregate:

All fine aggregate shall meet the requirements listed in Section M.01

3. Mineral Filler:

Mineral filler shall conform to the requirements of AASHTO M 17.

4. Performance Graded (PG) Asphalt Binder:

a. General:

- i. PG asphalt binder shall be uniformly mixed and blended and be free of contaminants such as fuel oils and other solvents. Binder shall be properly heated and stored to prevent damage or separation.

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- ii. The binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29. The Contractor shall submit a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R 26(M). The Certified Test Report must also indicate the binder specific gravity at 77°F; rotational viscosity at 275°F and 329°F and the mixing and compaction viscosity-temperature chart for each shipment.
- iii. The Contractor shall submit the name(s) of personnel responsible for receipt, inspection, and record keeping of PG binder. Contractor plant personnel shall document specific storage tank(s) where binder will be transferred and stored until used, and provide binder samples to the Engineer upon request. The person(s) shall assure that each shipment is accompanied by a statement certifying that the transport vehicle was inspected before loading and was found acceptable for the material shipped, and, that the binder is free of contamination from any residual material, along with two (2) copies of the bill of lading.
- iv. The blending or combining of PG binders in one storage tank at the Plant from different suppliers, grades, or additive percentages is prohibited.
- b. Basis of Approval:

The request for approval of the source of supply shall list the location where the material will be manufactured, and the handling and storage methods, along with necessary certification in accordance with AASHTO R 26(M). Only suppliers/refineries that have an approved "Quality Control Plan for Performance Graded Binders" formatted in accordance with AASHTO R 26(M) may supply PG binders to Department projects.
- c. Standard Performance Grade (PG) Binder:
 - i. Standard PG binder shall be defined as "Neat". Neat PG binders shall be free from modification with: fillers, extenders, reinforcing agents, adhesion promoters, thermoplastic polymers, acid modification and other additives such as re-refined motor oil, and shall indicate such information on each bill of lading and certified test report.
 - ii. The standard asphalt binder grade shall be PG 64S-22.
- d. Modified Performance Grade (PG) Binder:

The modified asphalt binder shall be Performance Grade PG 64E-22 asphalt modified solely with a Styrene-Butadiene-Styrene (SBS) polymer. The polymer modifier shall be added at either the refinery or terminal and delivered to the bituminous concrete production facility as homogenous blend. The stability of the modified binder shall be verified in accordance with ASTM D7173 using the Dynamic Shear Rheometer (DSR). The DSR $G^*/\sin(\delta)$ results from the top and bottom sections of the ASTM D7173 test shall not differ by more than 10%. The results of ASTM D7173 shall be included on the Certified Test Report. The binder shall meet the requirements of AASHTO M 332 (including Appendix X1) and AASHTO R 29.
- e. Warm Mix Additive or Technology:
 - i. The warm mix additive or technology must be listed on the North East Asphalt User Producer Group (NEAUPG) Qualified Warm Mix Asphalt (WMA) Technologies List at the time of bid, which may be accessed online at <http://www.neaupg.uconn.edu>.

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- ii. The warm mix additive shall be blended with the asphalt binder in accordance with the manufacturer's recommendations.
- iii. The blended binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29 for the specified binder grade. The Contractor shall submit a Certified Test Report showing the results of the testing demonstrating the binder grade. In addition, it must include the grade of the virgin binder, the brand name of the warm mix additive, the manufacturer's suggested rate for the WMA additive, the water injection rate (when applicable) and the WMA Technology manufacturer's recommended mixing and compaction temperature ranges.

5. Emulsified Asphalts:

a. General:

- i. The emulsified asphalt shall meet the requirements of AASHTO M 140 or AASHTO M 208 as applicable.
- ii. The emulsified asphalts shall be free of contaminants such as fuel oils and other solvents.
- iii. The blending at mixing plants of emulsified asphalts from different suppliers is prohibited.

b. Basis of Approval

- i. The request for approval of the source of supply shall list the location where the material is manufactured, the handling and storage methods, and certifications in accordance with AASHTO PP 71. Only suppliers that have an approved "Quality Control Plan for Emulsified Asphalt" formatted in accordance with AASHTO PP 71 and submit monthly split samples per grade to the Engineer may supply emulsified asphalt to Department projects.
- ii. Each shipment of emulsified asphalt delivered to the project site shall be accompanied with the corresponding Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon at 77°F and Material Certificate.
- iii. Anionic emulsified asphalts shall conform to the requirements of AASHTO M-140. Materials used for tack coat shall not be diluted and meet grade RS-1 or RS-1H. When ambient temperatures are 80°F and rising, grade SS-1 or SS-1H may be substituted if permitted by the Engineer.
- iv. Cationic emulsified asphalt shall conform to the requirements of AASHTO M-208. Materials used for tack coat shall not be diluted and meet grade CRS-1. The settlement and demulsibility test will not be performed unless deemed necessary by the Engineer. When ambient temperatures are 80°F and rising, grade CSS-1 or CSS-1H may be substituted if permitted by the Engineer.

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6. Reclaimed Asphalt Pavement (RAP):

- a. General: RAP is a material obtained from the cold milling or removal and processing of bituminous concrete pavement. RAP material shall be crushed to 100% passing the ½ inch sieve and free from contaminants such as joint compound, wood, plastic, and metals.
- b. Basis of Approval: The RAP material will be accepted on the basis of one of the following criteria:
 - i. When the source of all RAP material is from pavements previously constructed on Department projects, the Contractor shall provide a Materials Certificate listing the detailed locations and lengths of those pavements and that the RAP is only from those locations listed.
 - ii. When the RAP material source or quality is not known, the Contractor shall request for approval to the Engineer at least 30 calendar days prior to the start of the paving operation. The request shall include a Material Certificate and applicable test results stating that the RAP consists of aggregates that meet the specification requirements of sub articles M.04.01-1 through 3, and, that the binder in the RAP is substantially free of solvents, tars and other contaminants. The Contractor is prohibited from using unapproved material on Department projects and shall take necessary action to prevent contamination of approved RAP stockpiles. Stockpiles of unapproved material shall remain separate from all other RAP materials at all times. The request for approval shall include the following:
 - 1. A 50-pound sample of the RAP to be incorporated into the recycled mixture.
 - 2. A 25-pound sample of the extracted aggregate from the RAP.

7. Crushed Recycled Container Glass (CRCG):

- a. Requirements: The Contractor may propose to use clean and environmentally-acceptable CRCG in an amount not greater than 5% by weight of total aggregate.
- b. Basis of Approval: The Contractor shall submit to the Engineer a request to use CRCG. The request shall state that the CRCG contains no more than 1% by weight of contaminants such as paper, plastic and metal and conform to the following gradation:

CRCG Grading Requirements	
<u>Sieve Size</u>	<u>Percent Passing</u>
3/8-inch	100
No. 4	35-100
No. 200	0.0-10.0

The Contractor shall submit a Materials Certificate to the Engineer stating that the CRCG complies with all the applicable requirements in this specification.

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8. Joint Seal Material:

- a. Requirements: Joint seal material must meet the requirements of ASTM D 6690 – Type 2. The Contractor shall submit a Material Certificate in accordance with Article 1.06.07 certifying that the joint seal material meets the requirements of this specification.

9. Recycled Asphalt Shingles (RAS)

- a. Requirements: RAS shall consist of processed asphalt roofing shingles from post-consumer asphalt shingles or from manufactured shingle waste. The RAS material under consideration for use in bituminous concrete mixtures must be certified as being asbestos free and shall be entirely free of whole, intact nails. The RAS material shall meet the requirements of AASHTO MP 23.

The producer shall test the RAS material to determine the asphalt content and the gradation of the RAS material. The producer shall take necessary action to prevent contamination of RAS stockpiles.

The Contractor shall submit a Materials Certificate to the Engineer stating that the RAS complies with all the applicable requirements in this specification.

10. Plant Requirements:

- a. General: The Plant producing bituminous concrete shall comply with AASHTO M 156.
- b. Storage Silos: The Contractor may use silos for short-term storage with the approval of the Engineer. A silo must have heated cones and an unheated silo cylinder if it does not contain a separate internal heating system. When multiple silos are filled, the Contractor shall discharge one silo at a time. Simultaneous discharge of multiple silos for the same Project is not permitted.

<u>Type of silo cylinder</u>	<u>Maximum storage time for all classes (hr)</u>	
	HMA	WMA/PMA
Open Surge	4	Mfg Recommendations*
Unheated – Non-insulated	8	Mfg Recommendations*
Unheated – Insulated	18	Mfg Recommendations*
Heated – No inert gas	TBD by the Engineer	

*Not to exceed HMA limits

- c. Documentation System: The mixing plant documentation system shall include equipment for accurately proportioning the components of the mixture by weight and in the proper order, controlling the cycle sequence and timing the mixing operations. Recording equipment shall monitor the batching sequence of each component of the mixture and produce a printed record of these operations on each Plant ticket, as specified herein.

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If recycled materials are used, the Plant tickets shall include their dry weight, percentage and daily moisture content.

If a WMA Technology is added at the Plant, the Plant tickets shall include the actual dosage rate.

For drum Plants, the Plant ticket shall be produced at 5 minute intervals and maintained by the vendor for a period of three years after the completion of the project.

For batch Plants, the Plant ticket shall be produced for each batch and maintained by the vendor for a period of three years after the completion of the project. In addition, an asterisk (*) shall be automatically printed next to any individual batch weight(s) exceeding the following tolerances:

Each Aggregate Component	±1.5% of individual or cumulative target weight for each bin
Mineral Filler	±0.5% of the total batch
Bituminous Material	±0.1% of the total batch
Zero Return (Aggregate)	±0.5% of the total batch
Zero Return (Bituminous Material)	±0.1% of the total batch

The entire batching and mixing interlock cut-off circuits shall interrupt and stop the automatic batching operations when an error exceeding the acceptable tolerance occurs in proportioning.

The scales shall not be manually adjusted during the printing process. In addition, the system shall be interlocked to allow printing only when the scale has come to a complete rest. A unique printed character (m) shall automatically be printed on the ticket when the automatic batching sequence is interrupted or switched to auto-manual or full manual during proportioning.

- d. Aggregates: Aggregate stockpiles shall be managed to prevent segregation and cross contamination. For drum plants only, the percent moisture content at a minimum prior to production and half way through production shall be determined.
- e. Mixture: The dry and wet mix times shall be sufficient to provide a uniform mixture and a minimum particle coating of 95% as determined by AASHTO T 195(M).

Bituminous concrete mixtures shall contain no more than 0.5% moisture when tested in accordance with AASHTO T 329.

- f. RAP: RAP moisture content shall be determined a minimum of twice daily (prior to production and halfway through production).
- g. Asphalt Binder: A binder log shall be submitted to the Department's Central Lab on a monthly basis.
- h. Warm mix additive: For mechanically foamed WMA, the water injection rate shall be monitored during production and not exceed 2.0% by total weight of binder. For additive added at the Plant, the dosage rate shall be monitored during production.

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- i. Plant Laboratory: The Contractor shall maintain a laboratory at the production facility to test bituminous concrete mixtures during production. The laboratory shall have a minimum of 300 square feet, have a potable water source and drainage in accordance with the CT Department of Public Health Drinking Water Division, and be equipped with all necessary testing equipment as well as with a PC, printer, and telephone with a dedicated hard-wired phone line. In addition, the PC shall have internet connection and a functioning web browser with unrestricted access to <https://ctmail.ct.gov>. This equipment shall be maintained in working order at all times and be made available for use by the Engineer.

The laboratory shall be equipped with a heating system capable of maintaining a minimum temperature of 65°F. It shall be clean and free of all materials and equipment not associated with the laboratory. Sufficient light and ventilation must be provided. During summer months, adequate cooling or ventilation must be provided so the indoor air temperature shall not exceed the ambient outdoor temperature.

The laboratory testing apparatus, supplies, and safety equipment shall be capable of performing all tests in their entirety that are referenced in AASHTO R 35 and AASHTO M 323. The Contractor shall ensure that the Laboratory is adequately supplied at all times during the course of the project with all necessary testing supplies and equipment.

The Contractor shall maintain a list of laboratory equipment used in the acceptance testing processes including but not limited to, balances, scales, manometer/vacuum gauge, thermometers, gyratory compactor, clearly showing calibration and/or inspection dates, in accordance with AASHTO R 18. The Contractor shall notify the Engineer if any modifications are made to the equipment within the laboratory. The Contractor shall take immediate action to replace, repair, and/or recalibrate any piece of equipment that is out of calibration, malfunctioning, or not in operation.

M.04.02—Mix Design and Job Mix Formula (JMF)

1. Curb Mix:

- a. Requirements: The Contractor shall use bituminous concrete that meets the requirements of Table M.04.02-1. RAP may be used in 5% increments by weight up to 30%.
- b. Basis of Approval: Annually, an approved JMF based on a mix design for curb mix must be on file with the Engineer prior to use.

Any change in component source of supply or consensus properties must be approved by the Engineer. A revised JMF shall be submitted prior to use.

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**TABLE M.04.02 – 1:
Control Points for Curb Mix Mixtures**

Notes: (a) Compaction Parameter 50gyration N_{des} . (b) The percent passing the #200 sieve shall not exceed the percentage of bituminous asphalt binder		
Mix	Curb Mix	Production Tolerances from JMF target
Grade of PG Binder content %	PG 64S-22 6.5 - 9.0	0.4
Sieve Size		
# 200	3.0 – 8.0 (b)	2.0
# 50	10 - 30	4
# 30	20 - 40	5
# 8	40 - 70	6
# 4	65 - 87	7
¼"		
3/8 "	95 - 100	8
½ "	100	8
¾"		8
1"		
2"		
Additionally, the fraction of material retained between any two consecutive sieves shall not be less than 4%		
Mixture Temperature		
Binder	325°F maximum	
Aggregate	280-350° F	
Mixtures	265-325° F	
Mixture Properties		
Air Voids (VA) %	0 – 4.0 (a)	

2. Superpave Design Method – S0.25, S0.375, S0.5, and S1

- a. **Requirements:** All designated mixes shall be designed using the Superpave mix design method in accordance with AASHTO R 35. A JMF based on the mix design shall meet the requirements of Tables M.04.02-2 through Table M.04.02-5. Each JMF must be submitted no less than seven (7) days prior to production and must be approved by the Engineer prior to use. All approved JMFs expire at the end of the calendar year.

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All aggregate component consensus properties and tensile strength ratio (TSR) specimens shall be tested at an AASHTO Materials Reference Laboratory (AMRL) by NETTCP certified technicians.

All bituminous concrete mixes shall be tested for stripping susceptibility by performing the tensile strength ratio (TSR) test procedure in accordance with AASHTO T 283(M) at a minimum every 36 months. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. TSR specimens, and corresponding JMF shall be submitted with each test report.

i. Superpave Mixtures with RAP: RAP may be used with the following conditions:

- RAP amounts up to 15% may be used with no binder grade modification.
- RAP amounts up to 20% may be used provided a new JMF is approved by the Engineer.

The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance with AASHTO M 323 Appendix X1, or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.

- Two representative samples of RAP shall be obtained. Each sample shall be split and one split sample shall be tested for binder content in accordance with AASHTO T 164 and the other in accordance AASHTO T 308.
- RAP material shall not be used with any other recycling option.

ii. Superpave Mixtures with RAS: RAS may be used solely in HMA S1 mixtures with the following conditions:

- RAS amounts up to 3% may be used.
- RAS total binder replacement up to 15% may be used with no binder grade modification.
- RAS total binder replacement up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance to AASHTO M 323 appendix X1 or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.
- Superpave Mixtures with RAS shall meet AASHTO PP 78 design considerations. The RAS asphalt binder availability factor (F) used in AASHTO PP 78 shall be 0.85.

iii. Superpave Mixtures with CRCG: CRCG may be used solely in HMA S1 mixtures. One percent of hydrated lime, or other accepted non-stripping agent, shall be added to all mixtures containing CRCG. CRCG material shall not be used with any other recycling option.

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- b. Basis of Approval: The following information must be included with the JMF submittal:
- a. Gradation, consensus properties and specific gravities of the aggregate, RAP or RAS.
 - b. Average asphalt content of the RAP or RAS by AASHTO T 164.
 - c. Source of RAP or RAS, and percentage to be used.
 - d. Warm mix Technology, manufacturer's recommended additive rate and tolerances and manufacturer recommended mixing and compaction temperatures.
 - e. TSR test report and anti-strip manufacturer and recommended dosage rate if applicable.
 - f. Mixing and compaction temperature ranges for the mix with and without the warm-mix technology incorporated.
 - g. JMF ignition oven correction factor by AASHTO T 308.

With each JMF submittal, the following samples shall be submitted to the Division of Materials Testing:

- i. 4 - one quart cans of PG binder, with corresponding Safety Data Sheet (SDS)
- ii. 1 - 50 lbs bag of RAP
- iii. 2 - 50 lbs bag of plant blended virgin aggregate

A JMF may not be approved if any of the properties of the aggregate components or mix do not meet the verification tolerances as described in the Department's current QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures.

Any material based on a JMF, once approved, shall only be acceptable for use when it is produced by the designated plant, it utilizes the same components, and the production of material continues to meet all criteria as specified herein, and component aggregates are maintained within the tolerances shown in Table M.04.02-2. A new JMF must be submitted to the Engineer for approval whenever a new component source is proposed.

Only one mix with one JMF will be approved for production at any one time. Switching between approved JMF mixes with different component percentages or sources of supply is prohibited.

- c. Mix Status: Each facility will have each type of mixture rated based on the results of the previous year's production. Mix Status will be provided to each bituminous concrete producer annually prior to the beginning of the paving season.

The rating criteria are based on compliance with Air Voids and Voids in Mineral Aggregate (VMA) as indicated in Table M.04.03-4 and are calculated as follows:

Criteria A: Percentage of acceptance test results with compliant air voids.

Criteria B: The average of the percentage of acceptance test results with compliant VMA, and percentage of acceptance test results with compliant air voids.

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The final rating assigned will be the lower of the rating obtained with Criteria A or B.

Mix status is defined as:

"A" – Approved:

Assigned to each mixture type from a production facility with a current rating of 70% or greater, or to each mixture type completing a successful PPT.

"PPT" – Pre-Production Trial:

Temporarily assigned to each mixture type from a production facility when:

1. there are no compliant acceptance production test results submitted to the Department from the previous year;
2. there is a source change in one or more aggregate components
3. there is a component percentage change of more than 5% by weight;
4. there is a change in RAP percentage;
5. the mixture has a rating of less than 70% from the previous season;
6. a new JMF not previously submitted.

Bituminous concrete mixtures with a "PPT" status cannot be used on Department projects. Testing shall be performed by the Producer with NETTCP certified personnel on material under this status. Test results must confirm that specifications requirements in Table M.04.02-2 and Table M.04.02-5 are met before material can be used. One of the following methods must be used to verify the test results:

Option A: Schedule a day when a Department Inspector can be at the facility to witness testing or,

Option B: When the Contractor or their representative performs testing without being witnessed by an Inspector, the Contractor shall submit the test results and a split sample including 2 gyratory molds, 5,000 grams of boxed bituminous concrete, and 5,000 grams of cooled loose bituminous concrete for verification testing and approval.

Option C: When the Contractor or their representative performs testing without being witnessed by a Department Inspector, the Engineer may verify the mix in the Contractor's laboratory.

Witnessing or verifying by the Department of compliant test results will change the mix's status to an "A".

The differences between the Department's test results and the Contractor's must be within the "C" tolerances included in the Department's QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures in order to be verified.

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"U" – Not Approved:

Status assigned to a type of mixture that does not have an approved JMF. . Bituminous concrete mixtures with a "U" status cannot be used on Department projects.

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TABLE M.04.02- 2: Superpave Mixture Design Criteria

Notes: ⁽¹⁾ For all mixtures using a WMA technology, the mix temperature shall meet PG binder and WMA manufacturer's recommendations.									
Sieve	S0.25		S0.375		S0.5		S1		
	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	
inches									
2.0	-	-	-	-	-	-	-	-	-
1.5	-	-	-	-	-	-	100	-	-
1.0	-	-	-	-	-	-	90	100	100
3/4	-	-	-	-	100	-	-	-	90
1/2	100	-	100	-	90	100	-	-	-
3/8	97	100	90	100	-	90	-	-	-
#4	75	90	-	75	-	-	-	-	-
#8	32	67	32	67	28	58	19	45	45
#16	-	-	-	-	-	-	-	-	-
#30	-	-	-	-	-	-	-	-	-
#50	-	-	-	-	-	-	-	-	-
#100	-	-	-	-	-	-	-	-	-
#200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	7.0
VMA (%)	16.5 ± 1		16.0 ± 1		15.0 ± 1		13.0 ± 1		
VA (%)	4.0 ± 1		4.0 ± 1		4.0 ± 1		4.0 ± 1		
Gse	JMF value		JMF value		JMF value		JMF value		
Gmm	JMF ± 0.030		JMF ± 0.030		JMF ± 0.030		JMF ± 0.030		
Dust / binder	0.6 – 1.2		0.6 – 1.2		0.6 – 1.2		0.6 – 1.2		
Mix Temp ⁽¹⁾	265 – 325°F		265 – 325°F		265 – 325°F		265 – 325°F		
TSR	> 80%		> 80%		> 80%		> 80%		
T-283 Stripping	Minimal, as determined by the Engineer								

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TABLE M.04.02-3: Superpave Consensus Properties Requirements for Combined Aggregate

Notes: (1) 95/90 denotes that a minimum of 95% of the coarse aggregate, by mass, shall have one fractured face and that a minimum of 90% shall have two fractured faces.. (2) Criteria presented as maximum Percent by mass of flat and elongated particles of materials retained on the #4 sieve, determined at 5:1 ratio.					
Traffic Level	Design ESALS (80 kN), Millions	Coarse Aggregate Angularity ⁽¹⁾ ASTM D 5821, Minimum %	Fine Aggregate Angularity AASHTO T 304, Method A Minimum %	Flat and Elongated Particles ⁽²⁾ ASTM D 4791, Maximum %	Sand Equivalent AASHTO T 176, Minimum %
1	< 0.3	55/- -	40	10	40
2	0.3 to < 3.0	75/- -	40	10	40
3	≥ 3.0	95/90	45	10	45

TABLE M.04.02-4: Superpave Traffic Levels and Design Volumetric Properties

Traffic Level	Design ESALS (million)	Number of Gyration by Superpave Gyratory Compactor			Percent Density of Gmm from HMA/WMA specimen			Voids Filled with Asphalt (VFA) Based on Nominal mix size - inch		
		Nini	Ndes	Nmax	Nini	Ndes	Nmax	0.25	0.375	0.5
1	< 0.3	6	50	75	≤ 91.5	96.0	≤ 98.0	70 - 80	70 - 80	70 - 80
2	0.3 to < 3.0	7	75	115	≤ 90.5	96.0	≤ 98.0	65 - 78	65 - 78	65 - 78
3	≥ 3.0	8	100	160	≤ 90.0	96.0	≤ 98.0	65 - 77	73 - 76	65 - 75

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**TABLE M.04.02– 5:
Superpave Minimum Binder Content by Mix Type and Level**

Mix Type	Level	Binder Content Minimum
S0.25	1	5.70
S0.25	2	5.60
S0.25	3	5.50
S0.375	1	5.70
S0.375	2	5.60
S0.375	3	5.50
S0.5	1	5.10
S0.5	2	5.00
S0.5	3	4.90
S1	1	4.60
S1	2	4.50
S1	3	4.40

M.04.03— Production Requirements:

1. Standard Quality Control Plan (QCP) for Production:

The QCP for production shall describe the organization and procedures which the Contractor shall use to administer quality control. The QCP shall include the procedures used to control the production process, to determine when immediate changes to the processes are needed, and to implement the required changes. The QCP must detail the inspection, sampling and testing protocols to be used, and the frequency for each.

Control Chart(s) shall be developed and maintained for critical aspect(s) of the production process as determined by the Contractor. The control chart(s) shall identify the material property, applicable upper and lower control limits, and be updated with current test data. As a minimum, the following quality characteristics shall be included in the control charts: percent passing #4 sieve, percent passing #200 sieve, binder content, air voids, Gmm and VMA. The control chart(s) shall be used as part of the quality control system to document variability of the bituminous concrete production process. The control chart(s) shall be submitted to the Engineer the first day of each month.

The QCP shall also include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the QCP, including compliance with the plan and any plan modifications.

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The Contractor shall submit complete production testing records to the Engineer within 24 hours in a manner acceptable to the Engineer.

The QCP shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor. The QCP must also include a list of sampling & testing methods and frequencies used during production, and the names of all Quality Control personnel and their duties.

Approval of the QCP does not imply any warranty by the Engineer that adherence to the plan will result in production of bituminous concrete that complies with these specifications. The Contractor shall submit any changes to the QCP as work progresses.

2. Acceptance Requirements:

i. General:

Acceptance samples shall be obtained from the hauling vehicles and tested by the Contractor at the Plant.

The Contractor shall submit all acceptance tests results to the Engineer within 24 hours or prior to the next day's production. All acceptance test specimens and supporting documentation must be retained by the Contractor and may be disposed of with the approval of the Engineer. All quality control specimens shall be clearly labeled and separated from the acceptance specimens.

Contractor personnel performing acceptance sampling and testing must be present at the facility prior to, during, and until completion of production, and be certified as a NETTCP HMA Plant Technician or Interim HMA Plant Technician and be in good standing. Production of material for use on State projects must be suspended by the Contractor if such personnel are not present. Technicians found by the Engineer to be non-compliant with NETTCP policies and procedures or Department policies may be removed by the Engineer from participating in the acceptance testing process for Department projects until their actions can be reviewed.

Anytime during production that testing equipment becomes defective or inoperable, production can continue for a maximum of 1 hour. The Contractor shall obtain box sample(s) in accordance with Table M.04.03-2 to satisfy the daily acceptance testing requirement for the quantity shipped to the project. The box sample(s) shall be tested once the equipment issue has been resolved to the satisfaction of the Engineer. Production beyond 1 hour may be considered by the Engineer. Production will not be permitted beyond that day until the subject equipment issue has been resolved.

Verification testing will be performed by the Engineer in accordance with the Department's QA Program for Materials.

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Should the Department be unable to verify the Contractor's acceptance test result(s) due to a failure of the Contractor to retain acceptance test specimens or supporting documentation, the Contractor shall review its quality control plan, determine the cause of the nonconformance and respond in writing within 24 hours to the Engineer describing the corrective action taken. In addition, the Contractor must provide supporting documentation or test results to validate the subject acceptance test result(s). The Engineer may invalidate any adjustments for material corresponding to the subject acceptance test(s). Failure of the Contractor to adequately address quality control issues at a facility may result in suspension of production for Department projects at that facility.

ii. Curb Mix Acceptance Sampling and Testing Procedures:

Curb Mix shall be tested in accordance to Table M.04.03-1 by the Contractor at a frequency of one test per every 250 tons of cumulative production, regardless of the day of production.

TABLE M.04.03 – 1: Curb Mix Acceptance Test Procedures

Protocol	Reference	Description
1	AASHTO T 30(M)	Mechanical Analysis of Extracted Aggregate
2	AASHTO T 168	Sampling of Bituminous Concrete
3	AASHTO T 308	Binder content by Ignition Oven method (adjusted for aggregate correction factor)
4	AASHTO T 209(M) ⁽²⁾	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
5	AASHTO T 312 ⁽²⁾	⁽¹⁾ Superpave Gyrotory molds compacted to N _{des}
6	AASHTO T 329	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method

Notes: ⁽¹⁾ One set equals two six-inch molds. Molds to be compacted to 50 gyrations

⁽²⁾ Once per year or when requested by the Engineer

a. Determination of Off-Test Status:

- i. Curb Mix is considered "off test" when the test results indicate that any single value for bitumen content or gradation are not within the tolerances shown in Table M.04.02-1. If the mix is "off test", the Contractor must take immediate actions to correct the deficiency and a new acceptance sample shall be tested on the same day or the following day of production.
- ii. When multiple silos are located at one site, mixture supplied to one project is considered as coming from one source for the purpose of applying the "off test" status.
- iii. The Engineer may cease supply from the plant when test results from three consecutive samples are not within the JMF tolerances or the test results from two consecutive samples not within the control points indicated in Table M.04.02-1 regardless of production date.

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b. JMF revisions

- i. If a test indicates that the bitumen content or gradation are outside the tolerances, the Contractor may make a single JMF revision as allowed by the Engineer prior to any additional testing. Consecutive test results outside the requirements of Table M.04.02-1 JMF tolerances may result in rejection of the mixture.
- ii. Any modification to the JMF shall not exceed 50% of the JMF tolerances indicated in Table M.04.02-1 for any given component of the mixture without approval of the Engineer. When such an adjustment is made to the bitumen, the corresponding production percentage of bitumen shall be revised accordingly.

iii. **Superpave Mix Acceptance:**

a. Sampling and Testing Procedures

Production Lot: The Lot will be defined as one of the following types:

- Non-PWL Production Lot for total estimated project quantities per mixture less than 3500 tons: All mixture placed during a single continuous paving operation.
- PWL Production Lot for total estimated project quantities per mixture of 3500 tons or more: Each 3500 tons of mixture produced within 30 calendar days.

Production Sub Lot:

- For Non-PWL: As defined in Table M.04.03 – 2
- For PWL: 500 tons (the last Sub Lot may be less than 500 tons)

Partial Production Lots (For PWL only): A Lot with less than 3500 tons due to:

- completion of the Course
- a Job Mix Formula revision due to changes in:
 - o cold feed percentages over 5%
 - o target combined gradation over 5%
 - o target binder over 0.15%
 - o any component specific gravity
- a Lot spanning 30 calendar days

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The acceptance sample(s) location(s) shall be selected using stratified – random sampling in accordance with ASTM D 3665 based on:

- the total daily estimated tons of production for non-PWL lots, or
- the total lot size for PWL lots.

One acceptance sample shall be obtained and tested per Sub Lot. The Engineer may direct that additional acceptance samples be obtained. For non-PWL lots, one acceptance test shall always be performed in the last sub-lot based on actual tons of material produced.

For Non-PWL lots, quantities of the same mixture per plant may be combined daily for multiple State projects to determine the number of sub lots.

The payment adjustment will be calculated as described in 4.06.

TABLE M.04.03 – 2:

Superpave Acceptance Testing Frequency per Type/Level/Plant for Non-PWL lots

Daily quantity produced in tons (lot)	Number of Sub Lots/Tests
0 to 150	0, Unless requested by the Engineer
151 to 500	1
501 to 1,000	2
1,001 to 2,000	3
2,001 or greater	1 per 500 tons or portions thereof

The following test procedures shall be used for acceptance:

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TABLE M.04.03– 3: Superpave Acceptance Testing Procedures

Protocol	Procedure	Description
1	AASHTO T 168	Sampling of bituminous concrete
2	AASHTO R 47	Reducing samples to testing size
3	AASHTO T 308	Binder content by ignition oven method (adjusted for aggregate correction factor)
4	AASHTO T 30(M)	Gradation of extracted aggregate for bituminous concrete mixture
5	AASHTO T 312	⁽¹⁾ Superpave gyratory molds compacted to N _{des}
6	AASHTO T 166	⁽²⁾ Bulk specific gravity of bituminous concrete
7	AASHTO R 35	⁽²⁾ Air voids, VMA
8	AASHTO T 209(M)	Maximum specific gravity of bituminous concrete (average of two tests)
9	AASHTO T 329	Moisture content of bituminous concrete

Notes: ⁽¹⁾ One set equals two six-inch molds. Molds to be compacted to N_{max} for PPTs and to N_{des} for production testing. The first subplot of the year will be compacted to N_{max}. ⁽²⁾ Average value of one set of six-inch molds.

If the average ignition oven corrected binder content differs by 0.3% or more from the average of the Plant ticket binder content in five (5) consecutive tests regardless of the production date (moving average), the Contractor shall immediately investigate, determine an assignable cause and correct the issue. When two consecutive moving average differences are 0.3% or more and no assignable cause has been established, the Engineer may require a new ignition oven aggregate correction factor to be performed or to adjust the current factor by the average of the differences between the corrected binder content and production Plant ticket for the last five (5) acceptance results.

The test specimen must be placed in an ignition oven for testing in accordance with AASHTO T 308 within thirty minutes of being obtained from the hauling vehicle and the test shall start immediately after.

The Contractor shall perform TSR testing within 30 days after the start of production for all design levels of HMA- and PMA- S0.5 plant-produced mixtures, in accordance with AASHTO T 283(M). The TSR test shall be performed at an AMRL certified laboratory by NETTCP certified technicians. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. The test results and specimens shall be submitted to the Engineer for review. Superpave mixtures that require anti-strip additives (either liquid or mineral) shall continue to meet all requirements specified herein for binder and bituminous concrete. The Contractor shall submit the name, manufacturer, percent used, technical datasheet and SDS for the anti-strip additive (if applicable) to the Engineer.

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b. Determination of Off-Test Status:

- i. Superpave mixes shall be considered "*off test*" when any Control Point Sieve, binder content, VA, VMA, or Gmm value is outside of the limits specified in Table M.04.03-4 or the target binder content at the Plant is below the minimum binder content stated in Table M.04.02-5. Note that further testing of samples or portions of samples not initially tested for this purpose cannot be used to change the status.
- ii. Any time the bituminous concrete mixture is considered Off-test:
 1. The Contractor shall notify the Engineer when the Plant is "*off test*" for any mix design that is delivered to the project in any production day. When multiple silos are located at one site, mixture supplied to one project is considered as coming from one source for the purpose of applying the "*off test*" determination.
 2. The Contractor must take immediate actions to correct the deficiency, minimize "*off test*" production to the project, and obtain an additional Process Control (PC) test after any corrective action to verify production is in conformance to the specifications. A PC test will not be used for acceptance and is solely for the use of the Contractor in its quality control process.

c. Cessation of Supply for Superpave Mixtures in non-PWL lots:

A mixture shall not be used on Department's projects when it is "*off test*" for:

- i. four (4) consecutive tests in any combination of VA, VMA or Gmm, regardless of date of production, or,
- ii. two (2) consecutive tests in the Control Point sieves in one production shift.

As a result of cessation of supply, the mix status will be changed to PPT.

d. JMF revisions:

JMF revisions are only permitted prior to or after a production shift. A JMF revision is effective from the time it was submitted and is not retroactive to the previous test(s).

JMF revisions shall be justified by a documented trend of test results.

Revisions to aggregate and RAP specific gravities are only permitted when testing is performed at an AMRL certified laboratory by NETTCP certified technicians.

A JMF revision is required when the Plant target RAP and/or bin percentage deviates by more than 5% and/or the Plant target binder content deviates by more than 0.15% from the active JMF.

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TABLE M.04.03- 4: Superpave Mixture Production Requirements

Notes: (1) 300°F minimum after October 15. (2) JMF tolerances shall be defined as the limits for production compliance. (3) For all mixtures with WMA technology, changes to the minimum aggregate temperature will require Engineer's approval. (4) For PMA and mixtures with WMA technology, the mix temperature shall meet manufacturer's recommendations. In addition, for all mixtures with WMA technology, the maximum mix temperature shall not exceed 325°F.(5) 0.4 for PWL lots (6) 1.3 for PWL lots (7) 1.2 for PWL lots									
	S0.25		S0.375		S0.5		S1		Tolerances
Sieve	CONTROL POINTS		CONTROL POINTS		CONTROL POINTS		CONTROL POINTS		From JMF Targets ⁽²⁾
inches	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	±Tol
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
#4	75	90	-	75	-	-	-	-	
#8	32	67	32	67	28	58	19	45	
#16	-	-	-	-	-	-	-	-	
#200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
Pb	JMF value		JMF value		JMF value		JMF value		0.3 ⁽⁵⁾
VMA (%)	16.5		16.0		15.0		13.0		1.0 ⁽⁶⁾
VA (%)	4.0		4.0		4.0		4.0		1.0 ⁽⁷⁾
Gmm	JMF value		JMF value		JMF value		JMF value		0.030
Agg. Temp ⁽³⁾	280 – 350F		280 – 350F		280 – 350F		280 – 350F		
Mix Temp ⁽⁴⁾	265 – 325 F ⁽¹⁾		265 – 325 F ⁽¹⁾		265 – 325 F ⁽¹⁾		265 – 325 F ⁽¹⁾		
Prod. TSR	N/A		N/A		≥80%		N/A		
T-283 Stripping	N/A		N/A		Minimal as determined by the Engineer		N/A		

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TABLE M.04.03– 5:

Superpave Traffic Levels and Design Volumetric Properties

Traffic Level	Design ESALs	Number of Gyration by Superpave Gyration Compactor	
	(million)	Nini	Ndes
1	< 0.3	6	50
2	0.3 to < 3.0	7	75
3	≥3.0	8	100

TABLE M.04.03-6:

Modifications to Standard AASHTO and ASTM Test Specifications and Procedures

AASHTO Standard Method of Test	
Reference	Modification
T 30	Section 7.2 thru 7.4 Samples are not routinely washed for production testing
T 168	<p>Samples are taken at one point in the pile. Samples from a hauling vehicle are taken from only one point instead of three as specified.</p> <p>Selection of Samples: Sampling is equally important as the testing, and the sampler shall use every precaution to obtain samples that are truly representative of the bituminous mixture.</p> <p>Box Samples: In order to enhance the rate of processing samples taken in the field by construction or maintenance personnel the samples will be tested in the order received and data processed to be determine conformance to material specifications and to prioritize inspections by laboratory personnel.</p>
T 195	Section 4.3 only one truck load of mixture is sampled. Samples are taken from opposite sides of the load.
T 209	<p>Section 7.2 The average of two bowls is used proportionally in order to satisfy minimum mass requirements.</p> <p>8.3 Omit Pycnometer method.</p>
T 283	When foaming technology is used, the material used for the fabrication of the specimens shall be cooled to room temperature, and then reheated to the manufactures recommended compaction temperature prior to fabrication of the specimens.

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AASHTO Standard Recommended Practices	
Reference	Modification
R 26	<p>All laboratory technician(s) responsible for testing PG-binders be certified or Interim Qualified by the New England Transportation Technician Certification Program (NETTCP) as a PG Asphalt Binder Lab Technician.</p> <p>All laboratories testing binders for the Department are required to be accredited by the AASHTO Materials Reference Laboratory (AMRL).</p> <p>Sources interested in being approved to supply PG-binders to the Department by use of an "in-line blending system," must record properties of blended material, and additives used.</p> <p>Each source of supply of PG-binder must indicate that the binders contain no additives used to modify or enhance their performance properties. Binders that are manufactured using additives, modifiers, extenders etc., shall disclose the type of additive, percentage and any handling specifications/limitations required.</p> <p>All AASHTO M 320 references shall be replaced with AASHTO M 332.</p> <p>Once a month, one split sample and test results for each asphalt binder grade and each lot shall be submitted by the PG binder supplier to the Department's Central Lab. Material remaining in a certified lot shall be re-certified no later than 30 days after initial certification. Each April and September, the PG binder supplier shall submit test results for two (2) BBR tests at two (2) different temperatures in accordance with AASHTO R 29.</p>

PAVEMENT PRESERVATION SERVICES		
DELIVERY:	Per Terms of Purchase Order	PROMPT PAYMENT TERMS: 0.00% / NET 45 DAYS

CONTRACTOR	AWARDED MAINTENANCE DISTRICT(S)	LINK TO PRICE SCHEDULE
ALL STATES ASPHALT, INC.	2	https://www.biznet.ct.gov/SCP_Documents/Results/17978/All States.pdf
AMERICAN INDUSTRIES, INC.	1, 2, 3, 4	https://www.biznet.ct.gov/SCP_Documents/Results/17978/American.pdf
EMPIRE PAVING, INC.	1	https://www.biznet.ct.gov/SCP_Documents/Results/17978/Empire.pdf
J.H. LYNCH & SONS, INC.	2	https://www.biznet.ct.gov/SCP_Documents/Results/17978/JH Lynch.pdf
LAYDON INDUSTRIES, LLC	1, 2, 3, 4	https://www.biznet.ct.gov/SCP_Documents/Results/17978/Laydon.pdf
TILCON CONNECTICUT, INC.	1, 2, 3, 4	https://www.biznet.ct.gov/SCP_Documents/Results/17978/Tilcon.pdf
WATERS CONSTRUCTION CO., INC.	3, 4	https://www.biznet.ct.gov/SCP_Documents/Results/17978/Waters.pdf



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

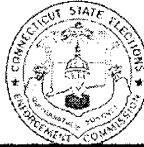
CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Contract # 17PSX0015

B - New 10/2/15

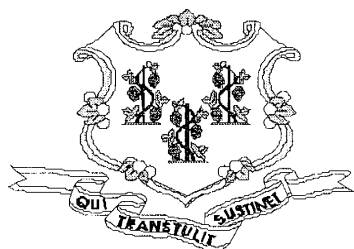
EXHIBIT D

STANDARD WAGE RATES

Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

Please see current Standard Wage Rate schedules for all four districts attached.



Connecticut Department of Labor

Wage and Workplace Standards Division

Standard Wage Rates

Area 1

Rates Effective: February 6, 2017

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Assembler	\$10.30	3.09
Baker	\$14.94	4.49
Bartender	\$10.10	3.03
Boiler Tender	\$27.09	8.13
Carpenter, Maintenance	\$23.44	7.04
Cashier	\$10.14	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$11.34	3.40
Cook I	\$14.28	4.29
Cook II	\$15.54	4.67
Counter Attendant	\$10.30	3.09
Dishwasher	\$11.11	3.34
Dry Cleaner	\$13.14	3.95

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Electrician, Maintenance	\$26.01	7.80
Elevator Operator	\$12.12	3.64
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.14	3.35
Furniture Handler ~ Hired prior to July 1, 2009	\$13.89	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$19.82	5.95
Guard I	\$14.39	4.32
Guard II	\$19.65	5.90
HVAC	\$23.58	7.07
Janitor* ~ Hired prior to July 1, 2009	\$14.48	6.34 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.17	6.96
Maid or Houseman	\$12.28	3.69
Meat Cutter	\$19.53	5.86
Painter, Maintenance	\$22.30	6.69
Parking Lot Attendant	\$10.64	3.20
Pest Controller	\$15.45	4.63
Pipefitter, Maintenance	\$28.15	8.45
Plumber, Maintenance	\$26.57	7.98
Presser, Hand	\$10.30	3.09
Presser, Machine, Drycleaning	\$10.30	3.09
Presser, Machine, Shirts	\$10.30	3.09
Presser, Machine, Wearing Apparel, Laundry	\$10.30	3.09
Refuse Collector	\$15.76	4.73
Sheet Metal Worker, Maintenance	\$25.58	7.68

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Stationary Engineer	\$27.09	8.13
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$22.21	6.67
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.47	4.95
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$14.42	4.33
Ventilation Equipment Tender	\$21.78	6.54
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.21	3.37
Window Cleaner ~ Hired prior to July 1, 2009	\$14.62	6.34 + a
Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a

** Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.*

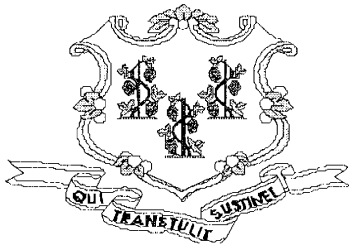
*** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.*

FOOTNOTES

Health and Welfare \$6.34 per hour on January 1, 2017.

a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.



Connecticut Department of Labor

Wage and Workplace Standards Division

Standard Wage Rates

Area 2

Rates Effective: February 6, 2017

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Assembler	\$10.10	3.03
Baker	\$13.46	4.04
Bartender	\$11.38	3.41
Boiler Tender	\$25.96	7.79
Carpenter, Maintenance	\$23.91	7.18
Cashier	\$10.95	3.29
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$11.58	3.48
Cook I	\$14.87	4.47
Cook II	\$16.18	4.86
Counter Attendant	\$10.10	3.03
Dishwasher	\$11.24	3.38
Dry Cleaner	\$12.86	3.86

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Electrician, Maintenance	\$25.70	7.71
Elevator Operator	\$12.48	3.75
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.08	3.33
Furniture Handler ~ Hired prior to July 1, 2009	\$18.11	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$16.24	4.88
General Maintenance Worker	\$20.46	6.14
Guard I	\$14.23	4.27
Guard II	\$20.28	6.09
HVAC	\$25.87	7.77
Janitor* ~ Hired prior to July 1, 2009	\$13.48	6.34 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$24.62	7.39
Maid or Houseman	\$11.27	3.39
Meat Cutter	\$20.41	6.13
Painter, Maintenance	\$21.76	6.53
Parking Lot Attendant	\$10.36	3.11
Pest Controller	\$16.40	4.92
Pipefitter, Maintenance	\$27.74	8.33
Plumber, Maintenance	\$26.32	7.90
Presser, Hand	\$10.10	3.03
Presser, Machine, Drycleaning	\$10.10	3.03
Presser, Machine, Shirts	\$10.10	3.03
Presser, Machine, Wearing Apparel, Laundry	\$10.10	3.03
Refuse Collector	\$16.41	4.93
Sheet Metal Worker, Maintenance	\$22.72	6.82

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Stationary Engineer	\$25.96	7.79
Tractor Operator	\$15.96	4.79
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$21.05	6.32
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$15.66	4.70
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$19.84	5.96
Vending Machine Attendant	\$14.74	4.43
Ventilation Equipment Tender	\$20.87	6.27
Waiter/Waitress	\$11.15	3.35
Washer, Machine	\$10.97	3.30
Window Cleaner ~ Hired prior to July 1, 2009	\$14.98	6.34 + a
Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a

** Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.*

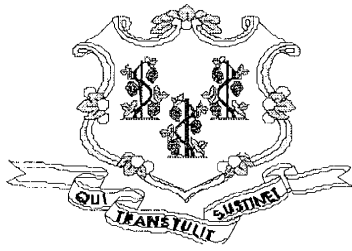
*** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.*

FOOTNOTES

Health and Welfare \$6.34 per hour on January 1, 2017.

a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.



Connecticut Department of Labor

Wage and Workplace Standards Division

Standard Wage Rates

Area 3

Rates Effective: February 6, 2017

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Assembler	\$10.10	3.03
Baker	\$16.75	5.03
Bartender	\$10.10	3.03
Boiler Tender	\$29.03	8.71
Busperson	\$10.15	3.05
Carpenter, Maintenance	\$29.55	8.87
Cashier	\$10.53	3.16
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$11.59	3.48
Cook I	\$15.73	4.72
Cook II	\$16.80	5.04
Counter Attendant	\$10.10	3.03
Dishwasher	\$10.10	3.03

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Dry Cleaner	\$12.33	3.70
Electrician, Maintenance	\$36.84	11.05
Elevator Operator	\$11.59	3.48
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$12.33	3.69
Furniture Handler ~ Hired prior to July 1, 2009	\$16.46	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$17.87	5.37
General Maintenance Worker	\$24.67	7.41
Guard I	\$18.38	5.64
Guard II	\$20.76	6.23
Hostess	\$10.10	3.03
HVAC	\$26.97	8.10
Janitor* ~ Hired prior to July 1, 2009	\$15.70	6.34 + a
Janitor** Hired after July 1, 2009		N/A

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$25.01	7.51
Maid or Houseman	\$13.68	4.10
Meat Cutter	\$19.45	5.84
Painter, Maintenance	\$25.03	7.51
Parking Lot Attendant	\$11.09	3.33
Pest Controller	\$16.68	5.01
Pipefitter, Maintenance	\$29.16	8.75
Plumber, Maintenance	\$29.85	8.96
Presser, Hand	\$10.10	3.03
Presser, Machine, Drycleaning	\$10.10	3.03
Presser, Machine, Shirts	\$10.10	3.03
Presser, Machine, Wearing Apparel, Laundry	\$10.10	3.03

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Refuse Collector	\$18.36	5.51
Sheet Metal Worker, Maintenance	\$24.10	7.23
Stationary Engineer	\$29.03	8.71
Tractor Operator	\$17.28	5.19
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$24.52	7.36
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$17.80	5.34
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$19.73	5.92
Vending Machine Attendant	\$16.54	4.97
Ventilation Equipment Tender	\$25.92	7.78
Waiter/Waitress	\$9.99	3.00
Washer, Machine	\$10.62	3.19
Window Cleaner ~ Hired prior to July 1, 2009	\$16.57	6.34 + a
Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a

Classification**Hourly Rate****Benefit**

** Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.*

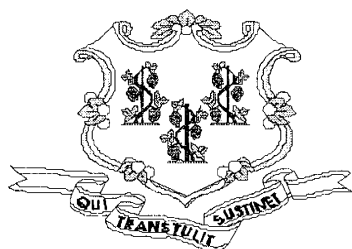
*** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.*

FOOTNOTES

Health and Welfare \$6.34 per hour on January 1, 2017.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

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Connecticut Department of Labor

Wage and Workplace Standards Division

Standard Wage Rates

Area 4

Rates Effective: February 6, 2017

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Assembler	\$10.18	3.06
Baker	\$12.05	3.62
Boiler Tender	\$22.68	6.81
Carpenter, Maintenance	\$23.47	7.05
Cashier	\$10.17	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$12.20	3.66
Cook I	\$12.70	3.81
Cook II	\$15.10	4.53
Counter Attendant	\$10.18	3.06
Dishwasher	\$10.10	3.03
Dry Cleaner	\$12.48	3.75
Electrician, Maintenance	\$25.16	7.55

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Elevator Operator	\$12.20	3.66
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.25	3.38
Furniture Handler ~ Hired prior to July 1, 2009	\$18.11	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$15.27	4.59
General Maintenance Worker	\$21.49	6.45
Guard I	\$14.35	4.31
Guard II	\$20.47	6.15
HVAC	\$22.70	6.81
Janitor* ~ Hired prior to July 1, 2009	\$14.16	6.34 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.10	6.93
Maid or Houseman	\$10.96	3.29
Meat Cutter	\$19.06	5.72
Painter, Maintenance	\$21.14	6.35
Parking Lot Attendant	\$12.46	3.74
Pest Controller	\$19.03	5.71
Pipefitter, Maintenance	\$26.19	7.86
Plumber, Maintenance	\$21.76	6.53
Presser, Hand	\$10.18	3.06
Presser, Machine, Drycleaning	\$10.18	3.06
Presser, Machine, Shirts	\$10.18	3.06
Presser, Machine, Wearing Apparel, Laundry	\$10.18	3.06
Refuse Collector	\$16.69	5.01
Sheet Metal Worker, Maintenance	\$26.87	8.07
Stationary Engineer	\$22.68	6.81

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Tractor Operator	\$15.57	4.68
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$18.96	5.69
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.50	4.95
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$17.73	5.31
Vending Machine Attendant	\$16.21	4.87
Ventilation Equipment Tender	\$19.32	5.80
Waiter/Waitress	\$10.42	3.13
Washer, Machine	\$10.76	3.23
Window Cleaner ~ Hired prior to July 1, 2009	\$14.75	6.34 + a
Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a

** Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.*

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FOOTNOTES

Health and Welfare \$6.34 per hour on January 1, 2017.

a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

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Project: Bituminous Pavement Preservation

**Minimum Rates and Classifications
for Heavy/Highway Construction**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 23205

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

Project Number: 17PSX0015

Project Town: Statewide

FAP Number:

State Number:

Project: Bituminous Pavement Preservation

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	30.21
2) Carpenters, Piledrivermen	32.00	24.42

As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

2a) Diver Tenders	32.00	24.42
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3) Divers	40.46	24.42
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03a) Millwrights	32.47	24.84
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	46.95	20.15
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4a) Painters: Brush and Roller	32.02	20.15
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4b) Painters: Spray Only	35.02	20.15
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4c) Painters: Steel Only	34.02	20.15
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

4d) Painters: Blast and Spray	35.02	20.15
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4e) Painters: Tanks, Tower and Swing	34.02	20.15
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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.65	24.42+3% of gross wage
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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.22	31.99 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	40.62	29.71
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---LABORERS---

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	28.55	18.90
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.80	18.90
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10) Group 3: Pipelayers	29.05	18.90
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	29.05	18.90
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12) Group 5: Toxic waste removal (non-mechanical systems)	30.55	18.90
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13) Group 6: Blasters	30.30	18.90
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	29.55	18.90
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Group 8: Traffic control signalmen	16.00	18.90
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Project: Bituminous Pavement Preservation

Group 9: Hydraulic Drills	29.30	18.90
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----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	18.90 + a
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13b) Brakemen, Trackmen	31.28	18.90 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	31.28	18.90 + a
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15) Form Erectors	31.60	18.90 + a
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.90 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	18.90 + a
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18) Miners	32.22	18.90 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ---

18a) Blaster	38.53	18.90 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.90 + a
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	18.90 + a
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21) Mucking Machine Operator	39.11	18.90 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	28.83	21.39 + a
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Three axle trucks; two axle ready mix	28.93	21.39 + a
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Three axle ready mix	28.98	21.39 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.03	21.39 + a
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

Four axle ready-mix	29.08	21.39 + a
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Heavy duty trailer (40 tons and over)	29.28	21.39 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.08	21.39 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	35.86	23.55 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	35.46	23.55 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	35.03	23.55 + a
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Project: Bituminous Pavement Preservation

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	32.99	23.55 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	32.99	23.55 + a
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Group 12: Wellpoint Operator.	32.93	23.55 + a
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Group 13: Compressor Battery Operator.	32.35	23.55 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	31.21	23.55 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
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Group 16: Maintenance Engineer/Oiler	30.15	23.55 + a
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.04	23.55 + a
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****NOTE: SEE BELOW**

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	47.14	6.5% + 20.98
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21) Heavy Equipment Operator	42.43	6.5% + 18.84
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.07	6.5% + 18.27
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

23) Driver Groundmen	25.93	6.5% + 8.53
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23a) Truck Driver	35.36	6.5% + 16.88
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----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:

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

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

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

As of: Friday, February 24, 2017

Project: Bituminous Pavement Preservation

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

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

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

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

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

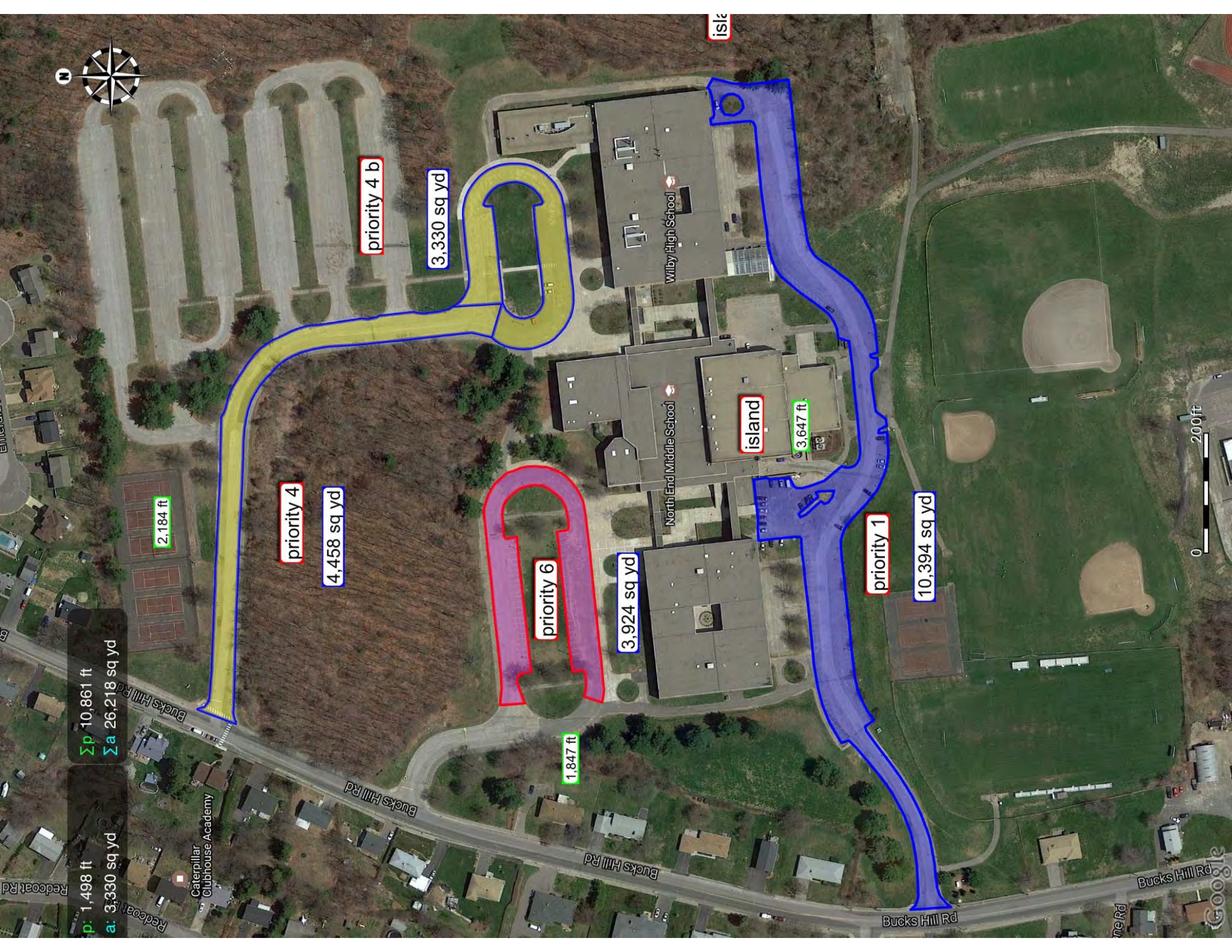
Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Friday, February 24, 2017

ATTACHMENT A-2

Project plans, specifications, drawings, supplemental conditions, consisting of Drawings prepared by Architect Friar Associates Inc., entitled Wilby High School & North End Middle School, which includes priority 1, 4, 4b and 6; Crosby High School & Wallace Middle School, which includes priority 3 and 5 and excluding priority 2, consisting of 2 pages.



Σp 10,861 ft
 Σa 26,218 sq yd

p : 1,498 ft
 a : 3,330 sq yd

2,184 ft

priority 4

4,458 sq yd

priority 4 b

3,330 sq yd

priority 6

3,924 sq yd

1,847 ft

Island

3,647 ft

priority 1

10,394 sq yd

0 200ft



p: 0.0 ft
a: 0 sq yd

Σp 12,780 ft
 Σa 30,561 sq yd

Crosby High School

priority 3
3,615 sq yd

priority 2
1,005 ft
1,588 sq yd

priority 5
6,392 sq yd

E Main St

801

Spaulding Rd

200ft

0

ATTACHMENT A-3

Contractor's Estimated Quantity Sheet to City of Waterbury, dated April 21, 2017, consisting of
2 pages.

WATERBURY SCHOOL SYSTEM

WILBY & CROSBY SCHOOL MILLING & PAVING PROGRAM

4/21/2017 REV 1

Location	Area	Quantity	UM	Unit Price	Total
Wilby High School					
	Priority 1	10,395	sy		
Milling existing asphalt		10,395	sy	3.50	36,382.50
HMA S0.375		1,200	ton	81.34	97,608.00
<i>Liquid asphalt adjustment based on 310.00/367.5</i>		1,200	ton	3.45	4,140.00
Tack coat		520	gal	6.25	3,250.00
PRIORITY 1 TOTAL					141,380.50
	Priority 4	4,460	sy		
Milling existing asphalt		4,460	sy	3.50	15,610.00
HMA S0.375		515	ton	81.34	41,890.10
<i>Liquid asphalt adjustment based on 310.00/367.5</i>		515	ton	3.45	1,776.75
Tack coat		225	Gal	6.25	1,406.25
PRIORITY 4 TOTAL					60,683.10
	Priority 4B	3,330	sy		
Milling existing asphalt		3,330	sy	3.50	11,655.00
HMA S0.375		385	ton	81.34	31,315.90
<i>Liquid asphalt adjustment based on 310.00/367.5</i>		385	ton	3.45	1,328.25
Tack coat		170	Gal	6.25	1,062.50
PRIORITY 4B TOTAL					45,361.65
Crosby High School					
	Priority 3	3,615	sy		
Milling existing asphalt		3,615	sy	3.50	12,652.50
HMA S0.375		420	ton	81.34	34,162.80
<i>Liquid asphalt adjustment based on 310.00/367.5</i>		420	ton	3.45	1,449.00
Tack coat		180	Gal	6.25	1,125.00
PRIORITY 3 TOTAL					49,389.30
	Priority 5	6,395	sy		
Milling existing asphalt		6,395	sy	3.50	22,382.50
HMA S0.375		740	ton	81.34	60,191.60
<i>Liquid asphalt adjustment based on 310.00/367.5</i>		740	ton	3.45	2,553.00
Tack coat		320	Gal	6.25	2,000.00
PRIORITY 5 TOTAL					87,127.10
All Priority Areas					383,941.65

ADDITIONAL AREAS TO BE CONSIDERED

Wilby High School					
	Priority 6	3,925	sy		
Milling existing asphalt		3,925	sy	3.50	13,737.50
HMA S0.375		455	ton	81.34	37,009.70
<i>Liquid asphalt adjustment based on 310.00/367.5</i>		455	ton	3.45	1,569.75
Tack coat		200	Gal	6.25	1,250.00
PRIORITY 6 TOTAL					53,566.95
Remaining Budget after Priority 6					437,508.60

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#7

Amendment 3
to
College Board Contract #:2015S-K12-25734
College Readiness System Solutions Agreement
for
College Readiness Programs
between
THE CITY OF WATERBURY, Connecticut
and
College Board

THIS AMENDMENT 3, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, Waterbury Public Schools City Hall Building, 235 Grand Street, Waterbury, Connecticut 06702 ("Client") and College Entrance Examination Board dba The College Board, located at 250 Vesey Street, New York, NY 10281 ("the College Board").

WHEREAS, the parties hereto entered into an Agreement effective on July 30, 2014, for SAT School day, software and related services ("Agreement"); and

WHEREAS, the City exercised its first option to extend the term of the Agreement from June 30, 2015 through June 30, 2016 by Amendment 1; and

WHEREAS, the City exercised its second option to extend the term of the Agreement from June 30, 2016 through June 30, 2017 by Amendment 2, and also included certain "Deliverables;" and

WHEREAS the City wishes to further amend the Agreement by removing a "Deliverable as set forth herein.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Services & Deliverables. The Parties wish to amend Paragraph 1.0 entitled Services & Deliverables, of the Agreement, dated July 30, 2014, as amended by Amendments 1 and 2 to delete the following services to be provided by the College Board:

1.1 The Parties agree that the following deliverables as set forth in Amendment 2 to the Agreement shall be deleted:

- PSAT/NMSQT Grades 10 and 11.

2. Fees and Payment.

2.1 The College Board shall be compensated an amount not to exceed Forty-Nine Thousand Two Hundred and Thirty Dollars (\$49,230) for the provision of all of the goods and services set forth in this Amendment 3 during the 2016-2017 implementation year.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee With Essay - 12th Grade	July 1, 2016	June 30, 2017	1205	57	\$ 68,685.00	\$ 32,535.00	\$ 36,150.00
PSAT 8/9 EPP Fixed- Fee - 8th Grade	July 1, 2016	June 30, 2017	1369	10	\$ 13,690.00	\$ 6,845.00	\$ 6,845.00
PSAT 8/9 EPP Fixed- Fee - 9th Grade	July 1, 2016	June 30, 2017	1247	10	\$ 12,470.00	\$ 6,235.00	\$ 6,235.00

Subtotal: \$94,845.00

Total Discount: \$45,615.00

Total Cost: \$49,230.00

3. Terms and Conditions.

3.1 All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto execute this Amendment 3 on the dates signed below.

WITNESS:

CITY OF WATERBURY

By:

Neil M. O'Leary, Mayor

Date:

WITNESS:

COLLEGE BOARD

By:

Jeremy Singer, Chief Operating Officer

Date:

**ATTACHMENT A
PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the following PSAT 8/9 deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools).

1. School and Student Deliverables:

- a. PSAT 8/9 test materials (test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website
- d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- f. School online access to AP Potential™ for students in 9th grade.
- g. The Official Educator Guide

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Required Information. The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools must be made no later than **one month prior to your selected administration date**. Schools without a valid six-digit College Board school code should submit requests for one as soon as possible. It is recommended that schools apply for their school code **at least a month before when they plan to order test books**.

In the event that: (i) any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under Section II (Deliverables).

III. PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT 8/9 assessment, exam booklets, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and, collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad and the publications and reports described in Section I, including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

2. **Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT 8/9 Test Booklets.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 Test Booklets for the sole purpose of administering the PSAT 8/9 assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy PSAT 8/9 Test Booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets.

5. **PSAT 8/9 Assessment Administration.** The testing period covered under this Schedule runs from September 26, 2016 to January 27, 2017. Client shall comply with the published security and administration guidelines set forth in the Official Educator Guide for the PSAT 8/9™ Assessment.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME
Waterbury Public Schools	Michael Wallace Middle School
Waterbury Public Schools	North End Middle School
Waterbury Public Schools	West Side Middle School
Waterbury Public Schools	Enlightenment School
Waterbury Public Schools	State Street School
Waterbury Public Schools	Waterbury Career Academy High School
Waterbury Public Schools	Crosby High School
Waterbury Public Schools	John F Kennedy High School
Waterbury Public Schools	Wilby High School
Waterbury Public Schools	Waterbury Arts Magnet School

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of the Client, and the product(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools¹ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch Percentage	Suite Pricing (All Three Assessments)	Two Assessments and/or Grades	Single Assessment and/or Grade
< 25%	\$7.00	\$8.00	\$9.25
≥ 25% and < 50%	\$6.50	\$7.50	\$8.75
≥ 50% and < 75%	\$5.50	\$7.00	\$8.50
≥ 75%	\$5.00	\$6.50	\$8.25

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT 8/9, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2016**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$10.00 per student.

No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 assessment.

3. **Unused Tests.** An unused test fee of \$4 per booklet will be charged if unused by a school is calculated to be greater than 20% of their total test books ordered. However schools that use at least 80% of the tests ordered will not incur an unused test fee. Additionally Participating Schools will not incur unused test fees for contracted grade(s); however, unused test fees will apply for all other grades.

¹ The College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Paul Whyte	Tara Battistoni	Paul Whyte	Tara Battistoni
Title:	Instructional Leader	Supervisor of Research and Testing	Instructional Leader	Supervisor of Research and Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, Connecticut 06702-1930	Waterbury, Connecticut 06702	Waterbury, Connecticut 06702-1930	Waterbury, Connecticut 06702
Phone:	(203) 574-8023	2035748283	(203) 574-8023	2035748283
Email:	pwhyte@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	pwhyte@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom the College Board should direct primary communications.

² This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

ATTACHMENT B
Schedule 1 to Agreement
SAT School Day Program

1. Services Overview

The College Board will support the Client in administering the SAT exam during a school day. Under this Agreement, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board will deliver the Program as outlined in this Schedule and Attachments.

1.1. Enrollment and Program Participation

The Client will provide to the College Board, in accordance with the timeframes defined in Attachment A to Schedule 1, information concerning the numbers of cohort students ('Participating Cohort') enrolled in the schools which are participating in the Program ('Enrollment' or 'Student(s)'). Students who register for the SAT exam in accordance with the provisions of this Schedule and Attachments are herein referred to as 'Participants'.

1.2. Related Implementation Services

1.2.1. Setting up SAT Test Centers

Client will accurately complete a Test Center Intake Form, provided by the College Board, by the deadline indicated in Section 3 of Attachment (Client Obligations) to designate those locations participating in the Program. All locations designated by the Client and that meet all College Board requirements will be established as SAT Test Centers ('Test Centers') for the Program. Client will designate a Test Center Supervisor at each participating location who must complete a two-page Test Center Master Form ('CMF') in order to establish the location as a Test Center. Client is responsible for ensuring compliance with CMF completion. College Board reserves the right to cancel the administration of the Program at any Test Center if a completed CMF is not returned with complete and accurate information by the deadlines established in Attachment A.

1.2.2. Delivering SAT Practice Tools and Support

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.

1.2.3. Providing Accommodations to Participants with Disabilities

Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <http://www.collegeboard.com/ssd/student> and <http://professionals.collegeboard.com/testing/ssd>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for designating an appropriate accommodations coordinator ('SSD Coordinator') to facilitate the application for and administration of approved accommodations. The 'Form to Establish an SSD Coordinator' is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

1.2.4. Registering Students for the Program

To participate in the Program, Client must ensure that students register by the deadlines designated, and using the methods described, in Attachment A. The Test Center Supervisor at each site is responsible for overseeing Program

registration. The College Board will provide registration materials and instructions to the Test Center Supervisor. Client shall ensure that copies of the SAT Registration Guide are distributed to all Participants at least four weeks in advance of the administration as outlined in Attachment A. Participants who are absent from the designated test administration date are eligible for one makeup test as outlined in Attachment A. The Participant is responsible for calling College Board customer service to transfer their registration to the designated makeup test date by the published registration deadline associated with such designated makeup test date. SAT Subject Tests are not offered under this Agreement. SAT fee waivers are not applicable to test fees under this Agreement, however normally fee waiver eligible students may use fee waivers for other services normally available to fee waiver recipients. For Clients utilizing the in-school make-up date, Test Center Supervisors must respond to the College Board's email to request make-up materials.

Client may choose to register students to take the SAT with Essay (where Client pays for the multiple choice test and essay), SAT with Essay (where Client pays for the multiple choice test, and Participants who want to add on the essay, pay for it themselves), or SAT (without essay). The Budget Schedule reflects the option the Client chose. The Client choice is effective for all Schools and Participants under this contract and individual School and Participant changes are not allowed.

1.2.5. Training of Designated Personnel at the Participating Schools

The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as Test Center Supervisors, Registration Coordinators, SSD Coordinators, Online Course Coordinators, Associate Test Center Supervisors, Proctors, and Hall Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the Client and must be completed in accordance with the timeframes set forth in Attachment A. Designated Test Center Supervisors are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the Test Center Supervisor training and instructional materials, and may be required to complete Test Center staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Test Center where any Designated Personnel fail to complete such training prior to the scheduled test administration.

1.2.6. Administering the SAT

The SAT will be administered under standard College Board test administration and security protocols as specified in the CMF and Test Center Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the Test Center Supervisor training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Students testing under this agreement will follow the guidelines in the SAT Student Guide.

1.2.7. Delivering SAT Data and Reports

The College Board will furnish certain data and reports ('College Board Data') to Client through the data portal as part of the Program. Attachment B to Schedule 1, Data Licensing Agreement, defines, and governs the use of, such data.

1.2.8. Communications

The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key 'what to expect' information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.

2. Fees and Payment

The Client assumes the responsibility for payment of all associated fees in accordance with the terms specified in Attachment A.

3. SAT School Day Program Terms and Conditions

3.1. SAT Program

- 3.1.1. SAT Ownership:** The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

3.2. SAT Data and Reporting

- 3.2.1.** Terms and conditions for SAT data and reporting are contained in Attachment B.

Attachment A to Schedule 1 Work Plan

1. Program Test Dates and Participating Cohort

Participating Cohort, Primary and Makeup Test Dates are as noted below.

Participating Cohort:	Seniors
Primary Test Date:	October 19, 2016
Make Up Test Date:	December 3, 2016

2. Registration

Program registration will be completed online by students using the Student Direct registration method; Students must have an e-mail account to complete registration. All Students must be registered by the Registration End Date defined elsewhere in this Attachment. The College Board will provide registration materials for Student Direct registration as outlined in Schedule 1. These materials will include online vouchers for Students and instructions for both the Students and the Test Center Supervisor. Each voucher contains an online registration code that Students must use to register for the Program. If the Client requires that Students provide a unique identifying number at the time of registration (for example, a state-issued student ID number), such requirement must be conveyed to the College Board at least 120 days in advance of the Registration Start Date defined elsewhere in this Attachment. It is the responsibility of the Client to ensure that all Students know their unique identifying number and are aware of any requirement that such number must be provided at the time of registration.

3. Client Obligations

The following milestones and their associated completion dates ("Deadline") are critical to the success of the Program. The Client acknowledges their role in ensuring that the Deadlines are met, and further acknowledges that failure to meet any particular Deadline may result in an incomplete delivery of the Program or suspension or cancellation of the Program. The Client and College Board agree and commit to providing clear and complete notice to one another in the event that any particular Deadline is jeopardized during the course of the Program.

October 19, 2016 Administration

Key Milestone	Deadline	Client Obligations
Complete Test Center Intake Form	6/15/2016	Client is responsible for compiling accurate contact information for all proposed test center locations, including designated Test Center Supervisor, and confirming Enrollment on the Test Center Intake Form provided by the College Board. Test Center Intake Forms must be complete before Test Center Master Forms are distributed to the test center locations.
Establish Test Centers	8/17/2016	The designated Test Center Supervisor at each participating school will complete a Test Center Master Form provided by the College Board and return it in accordance with the instructions on the form. This form is required to recognize the school as a Test Center for the Program and enable shipment of test materials to the Test Center. Compliance is required for all participating schools, even those who are currently registered as test centers for national SAT administrations.
Online Registration Start Date	8/31/2016	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Bulk Registration start date	As indicated on bulk registration website	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website https://professionals.collegeboard.com/testing/bulkregistration
Application deadline for Participants seeking to test with accommodations	8/31/2016	Client will ensure timely application by all Participants requesting College Board approved accommodations in accordance with the terms outlined in Schedule 1.
SAT Registration Guide distribution to Students	9/21/2016	Client shall ensure that copies of the SAT Registration Guide are distributed to all Students no later than this date.

Online Registration end date	10/5/2016	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Registration end date	As indicated on bulk registration website	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website https://professionals.collegeboard.com/testing/bulkregistration .
Complete training for all Test Center Staff	10/5/2016	Client will ensure compliance with training requirements for all Test Center staff (including Test Center Supervisors, Associate Supervisors, and Proctors in accordance with the terms outlined in Schedule 1.
SAT School Day Test Administration	10/19/16	Client will ensure all personnel facilities and logistics are in place for a successful test administration in accordance with the terms outlined in Schedule 1.

4. SAT School Day Customer Service for Educators

The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:

- Step-by-step assistance with College Board online tools (e.g. SAT Online Registration, SSD System, TCS Site, etc.)
- Assistance with completing required forms (e.g. Intake, CMF, AI Request Form, etc)
- Assistance with obtaining additional materials (e.g. Voucher Codes, Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

5. Required Information

The Client shall furnish the College Board with: (i) a list of districts and participating high schools with their respective High School Code as prescribed in Section 6, (List of Participating Schools); incorporated by reference herein. Changes to the list of participating high schools cannot be made after the following date:

October 19, 2016 Administration – August 17, 2016

6. List of Participating Schools

SAT School Day: Fall October 2016 Administration

DISTRICT NAME	SCHOOL NAME	HIGH SCHOOL CODE
Waterbury Public Schools	Enlightenment School	070875
Waterbury Public Schools	State Street School	070876
Waterbury Public Schools	Waterbury Career Academy High School	070863
Waterbury Public Schools	Crosby High School	070835
Waterbury Public Schools	John F Kennedy High School	070840
Waterbury Public Schools	Wilby High School	070870
Waterbury Public Schools	Waterbury Arts Magnet School	070867

Administration

7. Fee Calculation for Service and Deliverables

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Cohort as indicated in section 1 of the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the SAT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch (FRPL)	Suite Pricing (All Three Assessments)		Two Assessments and/or Grades		Single Assessment and/or Grade	
	With Essay	Without Essay	With Essay	Without Essay	With Essay	Without Essay
<25%	\$46.00	\$36.00	\$49.00	\$38.50	\$54.00	\$42.50
≥25% and <50%	\$37.00	\$29.00	\$40.00	\$32.00	\$50.00	\$40.50
≥50% and <75%	\$34.00	\$26.00	\$38.00	\$30.50	\$48.50	\$38.50
≥75%	\$30.00	\$23.00	\$36.00	\$28.50	\$46.50	\$36.50

Client will be charged a fixed fee based on enrollment, regardless of how many Participants actually test. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281 no later than

October 19, 2016 Administration – October 31, 2016

Notwithstanding the foregoing, after the administration of the exam, the College Board may request from Client a verification of enrollment by participating grade. If enrollment figures provided by the Client differ from those provided herein, the College Board will adjust the fee to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a participating grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional Participants at the then-current rate per student as indicated on the College Board's website currently located at <http://professionals.collegeboard.com/testing/sat-reasoning/register/fees>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay or SAT (without essay). For clients who have chosen SAT with Student Purchased Essay, individual Participants will register and pay for the essay in advance of the registration deadline. Furthermore, there are no fee waivers granted for Participants.

**Attachment B to Schedule 1
Data License Agreement**

1. The College Board Data

- 1.1. The College Board shall provide the following data, listed in 1.1.1-1.1.4 ("College Board Data") and reports to the School Day Client
 - 1.1.1. School and Student Deliverables
 - 1.1.1.1. Students Online Score Report
 - 1.1.1.2. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
 - 1.1.1.3. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.2. District Deliverables
 - 1.1.2.1. District online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.3. State Deliverables
 - 1.1.3.1. State online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - 1.1.4. For the April 5, 2017 administration, SAT question content and answer explanations will be provided in the online system, for the primary test date only.
 - 1.1.4.1. The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.
 - 1.1.4.2. The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
- 1.2. College Board Data shall be used only for the following purposes
 - 1.2.1. To enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.

2. License Grant and terms of use

- 2.1. The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.

- 2.2. The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.

3. Ownership of the Data

- 3.1. The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
- 3.2. The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.

4. Client License Grant and Terms of Use

- 4.1. The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.
- 4.2. The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.



Waterbury Public Schools

ELAINE M. SKORONSKI
IDEA COORDINATOR

236 Grand St. Second Floor

Waterbury, CT 06702

PHONE: 203-346-3505 FAX: 203-573-6694

May 5, 2017

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

Re: Request for Permission to apply for the Individual with Disabilities Education Act (IDEA) Grant.

To the Honorable Commissioners
of the Waterbury Board of Education:

The Connecticut State Department of Education is accepting applications for the Individuals with Disabilities Education Act (IDEA) Grant. The grant deadline is May 12, 2017. The grant period covers 2018 and is broken down into two sections, one for all students (Section 611) and one for preschool students (Section 619), all with disabilities. The IDEA grant is a federal grant which is awarded and administered by the State Board of Education. Each district is entitled to a share of IDEA funds as determined by the State Board of Education but an annual application is required to be filed by the district.

The amount requested is determined by the State Board of Education and is the same amount that we requested last year; \$4,972,753 for Section 611 and \$137,627 for Section 619 for a total amount requested of \$5,110,380. The amount of the request is the same amount we received last year. The focus of the grant is to provide funds to local educational agencies (LEAs) to supplement the costs of providing educational services and materials to students with disabilities. A description of the grant highlights is attached for your review. I respectfully request your permission to apply for this grant.

Sincerely,

Elaine M. Skoronski
Elaine M. Skoronski

Cc Melissa Baldwin
Suzanne Pleasant

Individuals with Disabilities Education Act (IDEA) Grant Program
Connecticut State Department of Education

May 4, 2017

GRANT PROGRAM HIGHLIGHTS

Name of Grant: Individuals with Disabilities Education Act (IDEA)
Entitlement Grant Program

Grant Deadline: May 12, 2017

Grant Period: 2017-2019

Total Funding Available: Waterbury Public Schools was awarded a total amount of \$5,110,380 for the last grant period. The State directs us to request the same funding for this grant application for 2018.

Cost Sharing or Matching: No local fund match is required to receive the grant funds. However, under the IDEA funding rules, the Local Educational Agency (LEA) must meet the Maintenance of Effort and Excess Cost requirements of the grant funding under federal law. The funds are meant to supplement, not supplant, local funding for special education. In addition, the LEA must service students with disabilities in non-public schools and is required to spend a proportional share of the grant funds on those students. Waterbury provides special education services to students in non-public schools to meet the proportional share requirement. Non-public students represent 2% of the total population of 3559 students with disabilities in Waterbury.

Purpose of the Grant : To assist the LEA with funding needed to educate students with disabilities in the Waterbury Public Schools.

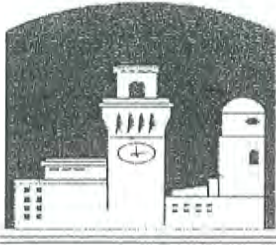
Mandatory Activities: No specific mandatory activities are required but the federal government through the State Board of Education monitors the District's special education program for compliance with the Special Education Indicators set forth by the federal and state education agencies.

Planned Activities: The grant funds are primarily used for paying for staff to provide instruction or related services to students with disabilities. The grant also covers some related special education costs including software programs, supplemental services, academic materials, testing materials, assistive technology and professional development.

Grant Employees: The grant pays for two special education supervisors, the grant manager and most of the special education office staff and some of the District's special education teachers, behavior technicians, related service providers and paraprofessionals who provide services to students with disabilities in compliance with their individual education plans.

Budget: Of the total Grant budget request, over \$3,500,000 will be used to pay for employee salaries and benefits and approximately \$1,200,000 for the autism program and an additional Board Certified Behavior Analyst. The remaining funds of approximately \$300,000 will be used to purchase supplemental services, instructional and administrative supplies, testing kits, assistive technology, equipment and repairs, the web-based IEP system, supplies for the Read 180 program, staff professional development and parent and student activities.

#9-13



WATERBURY Public Schools

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

May 4, 2017

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: Approval of contracts for out of district placements for students with disabilities with Area Cooperative Educational Services, American School for the Deaf, Benhaven Inc., Specialized Education of CT (Highroads) and St. Vincent's Special Needs Center, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the above-referenced three year contracts between the City of Waterbury and Area Cooperative Educational Services in the total amount of \$3,134,672, American School for the Deaf in the total amount of \$733,500, Benhaven, Inc. in the total amount of \$1,097,292, Specialized Instruction of CT in the total amount of \$2,607,752 and St. Vincent's Special Needs Center in the total amount of \$736,575.

All of these facilities operate schools for students with disabilities and specialized educational needs. The contracts are not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. 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). The Waterbury School District has contracted with all of these facilities for similar services in the past and has been satisfied with the services provided.

The terms of the contacts before you are all for three years, commencing July 1, 2017 through June 30, 2020. My department is seeking tax clearances for the facilities which will be obtained by the meeting. I appreciate your consideration in this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Baldwin". The signature is fluid and cursive, with the first name "Melissa" written in a larger, more prominent script than the last name "Baldwin".

Melissa Baldwin

Enc.

#9

Board of Ed Placement

**AGREEMENT
BETWEEN
CITY OF WATERBURY
and
AREA COOPERATIVE EDUCATIONAL SERVICES**

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 Area Cooperative Educational Services, a duly registered State of Connecticut Corporation doing business at 350 State Street, North Haven, Connecticut 06473, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Program (I.E.P.), by providing education to children with disabilities placed in its facility for non-residential reasons by the Waterbury Board of Education; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's I.E.P. as developed by the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary or requested by the City regarding the progress of the child.

1.2 Contractor agrees to provide the education component on behalf of the City, to students placed in its facility by the Board of Education, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 It shall be the responsibility of the City to schedule and notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's Facility along with documentation of services rendered.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first providing thirty (30) days' written notice to the City.

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

1.7 Contractor shall immediately notify the child's parents and/or guardian, and the City of in the event of an emergency or injury, concerning or involving the child.

2. **Term**

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2017 to June 30, 2020 or any part thereof. The City shall have the option to extend this agreement for two additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. **Payment**

3.1 The City shall pay Contractor the amount up to Three Million One Hundred Thirty-Four Thousand Six Hundred Seventy-Two Dollars (\$3,134,672.00) for the entire three year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in **Schedule A** entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each students I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. **Records/Reports**

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the

placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy. In the case of pupil truancy, Contractor will notify the City immediately. The City will set up a PPT to review attendance.

4.3 Upon the withdrawal or termination of the Contractor's services for any given student, the Contractor shall provide all student /education records to the City no later than seven (7) school days of said withdrawal or termination.

5. Student Data Privacy

5.1 Contractor shall comply 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 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 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, 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 that it will not retain any student data or let said student data remain available to the Contractor, or its employees or agents, upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student 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 strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut and the Waterbury Board of Education regarding the confidentiality of student records. 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 students' file that are entrusted to Contractor or gathered by the Contractor 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 shall be used solely for the purposes of providing services under this agreement.

7.3 Contractor acknowledges that in the course of providing services under this Agreement, it will come into the possession of education records 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 unless required by law

8. Criminal Background Check and DCF Registry Check.

8.1 Contractor represents and warrants that it and its employees 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 the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

9. Representation Regarding Qualification

9.1 Contractor hereby represents that it is a duly approved facility, by the Connecticut State Department of Education, for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

9.2 Contractor hereby represents that it is 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, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

9.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable.

9.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless 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 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 employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

10. Debarment

10.1 Contractor hereby certifies that it and its principals are not 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 Contractors services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, 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 of Education 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, costs and expenses including attorney's fees 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 whole by any willful or negligent act or omission of the City, any subcontractor, 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 their 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, 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 party, the following minimum liability insurance coverage at no cost to the City.

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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant 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 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.

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

12.3.2 **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit Each Accident Any Auto, All owned and Hired Autos(if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

12.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL): \$500,000 EL Each Accident; \$500,000; EI Disease Each Employee, \$500,000 EL Disease Policy Limit

12.3.4 **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per each Wrongful Act \$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;

12.3.5 **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as standalone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program. Applicable to Contractors working directly with youth/minors.

12.3.6 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insureds on all lines of coverage except Workers Compensation and Professional Liability. The insurance afforded the additional insureds shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant'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 insureds on all lines of coverage on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability."**

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 (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 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 admit any eligible child and shall not discriminate against any child 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 at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. 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, 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 subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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.

24.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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.

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: _____

**AREA COOPERATIVE EDUCATIONAL
SERVICES**

By: _____

Print name

Print Name and Title

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Area Cooperative Educational Services.
(Consisting of 2 pages)
Follows

2017--18 School Calendar

SCHEDULE A

SPECIAL EDUCATION SCHOOLS	2016-2017	2017-2018	% Change
Village School	\$54,648	\$55,975	2.4%
Mill Road School	\$52,907	\$55,975	5.8%
Whitney East / West	\$52,690	\$55,000	4.4%
Whitney North	\$50,026	\$52,950	5.8%
SAILS	\$115,830	\$119,000	2.7%
EIBI	\$106,554	\$112,400	5.5%
MAGNET SCHOOLS			
Thomas Edison Middle School	\$5,444	To be approved by Steering Committee by February 2017	
Wintergreen Interdistrict Magnet School	\$4,227	To be approved by Steering Committee by February 2017	
Educational Center for the Arts	\$4,500	\$4,700	4.4%
SUPPORT SERVICE RATES to ACES Students newly enrolled and hourly rates for existing customers.			
Physical Therapy	\$95/hour	\$98/hour	3%
Occupational Therapy	\$95/hour	\$98/hour	3%
Speech and Language Therapy	\$95/hour	\$98/hour	3%
Psychological Services	\$95/hour	\$98/hour	3%
Social Work Services	\$95/hour	\$98/hour	3%
Resource Room Teacher Support	\$95/hour	\$98/hour	3%
Assistive Technology	\$130	\$135/hour	4%
Extension Therapy Consultation	\$125	\$130/hour	4%
Extension Therapy Contractual Services	\$95	\$98/hour	3%
Technology	\$125	\$130	4%
Translations Tier I ex: Spanish, French, Italian, Polish	\$50		
Translations Tier II ex: Ukrainian, Russian, Korean, Chinese	\$75		
Translations, Tier III ex: Swahili	\$100		
Behavioral Services	180+ days \$715 90-179 days \$870 Under 90 days \$955		
Behavior Therapists	180+ days \$440/day 90-179 days \$515/day Under 90 days \$540/day		
Functional Behavioral Assessments \$5,200			
Program Reviews \$9,400			
Professional Development rates are as follows:	full day \$1100, half day \$700, full day workshop \$130		

SCHEDULE A

ACES TRANSPORTATION RATES

Tier One	2017-2018 Rate per Student 180 days	July 2017 Summer School Rate per Student 18 days
Includes East Haven, Hamden, New Haven runs average under 9 miles and under 17 minutes		
Van or Car	8,904	890
Wheelchair	21,332	2,133
Tier Two		
Includes Branford, West Haven, and Woodbridge runs average 9 to 11 miles and 17 to 20 minutes		
Van or Car	8,959	896
Wheelchair	21,491	2,149
Tier Three		
Includes Ansonia, Bethany, Derby, Milford, Orange, Seymour and Shelton runs average 11 to 17 miles and 20 to 30 minutes		
Van or Car	10,281	1,028
Wheelchair	24,831	2,483
Tier Four		
Includes Oxford and Stratford runs average over 17 miles and over 30 min		
Van or Car	11,099	1,110
Wheelchair	26,618	2,662

Transportation for 190 day EIBI program and the SAILS Program is calculated on the same daily rate as the 180 day transportation

#10

**AGREEMENT
BETWEEN
CITY OF WATERBURY
and
AMERICAN SCHOOL FOR THE DEAF**

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 American School for the Deaf, a duly registered State of Connecticut Corporation doing business at 39 North Main Street, West Hartford, Connecticut 06107, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Program (I.E.P.), by providing education to children with disabilities placed in its facility for non-residential reasons by the Waterbury Board of Education; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's I.E.P. as developed by the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary or requested by the City regarding the progress of the child.

1.2 Contractor agrees to provide the education component on behalf of the City, to students placed in its facility by the Board of Education, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 It shall be the responsibility of the City to schedule and notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's Facility along with documentation of services rendered.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first providing thirty (30) days' written notice to the City.

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

1.7 Contractor shall immediately notify the child's parents and/or guardian, and the City in the event of an emergency or injury, concerning or involving the child.

2. **Term**

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2017 to June 30, 2020 or any part thereof. The City shall have the option to extend this agreement for two additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. **Payment**

3.1 The City shall pay Contractor the amount up to Seven Hundred Thirty-Three Thousand Five Hundred Dollars (\$733,500.00) for the entire three-year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in **Schedule A** entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each student's I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. **Records/Reports**

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the

placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy. In the case of pupil truancy, Contractor will notify the City immediately. The City will set up a PPT to review attendance.

4.3 Upon the withdrawal or termination of the Contractor's services for any given student, the Contractor shall provide all student /education records to the City no later than seven (7) school days of said withdrawal or termination.

5. Student Data Privacy

5.1 Contractor shall comply 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 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 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, 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 that it will not retain any student data or let said student data remain available to the Contractor, or its employees or agents, upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student 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 strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut and the Waterbury Board of Education regarding the confidentiality of student records. 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 students' file that are entrusted to Contractor or gathered by the Contractor 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 shall be used solely for the purposes of providing services under this agreement.

7.3 Contractor acknowledges that in the course of providing services under this Agreement, it will come into the possession of education records 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 unless required by law

8. Criminal Background Check and DCF Registry Check.

8.1 Contractor represents and warrants that it and its employees 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 the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

9. Representation Regarding Qualification

9.1 Contractor hereby represents that it is a duly approved facility, by the Connecticut State Department of Education, for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

9.2 Contractor hereby represents that it is 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, administrative directives of the Connecticut State Board of Education and the State Department

of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

9.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable.

9.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless 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 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 employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

10. Debarment

10.1 Contractor hereby certifies that it and its principals are not 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 Contractors services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, 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 of Education 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, costs and expenses including attorney's fees 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 whole by any willful or negligent act or omission of the City, any subcontractor, 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 their 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, 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 party, the following minimum liability insurance coverage at no cost to the City.

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 Consultant's obligation under this Contract, whether such obligations are the

Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant 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 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.

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

12.3.2 **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit Each Accident Any Auto, All owned and Hired Autos(if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

12.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL): \$500,000 EL Each Accident; \$500,000; EI Disease Each Employee, \$500,000 EL Disease Policy Limit

12.3.4 **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per each Wrongful Act \$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;

12.3.5 **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as standalone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program. Applicable to Contractors working directly with youth/minors.

12.3.6 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insureds on all lines of coverage except Workers Compensation and Professional Liability. The insurance afforded the additional insureds shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant'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 insureds on all lines of coverage on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability."**

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 (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 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 admit any eligible child and shall not discriminate against any child 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 at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. 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, 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 subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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.

24.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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.

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.

[Signature page follows.]

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: _____

AMERICAN SCHOOL FOR THE DEAF

By: _____

Print name

Print Name and Title

Date: _____

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for the Deaf CRT17-086\Drafts\ASD final lean 5.01.17.doc

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
American School for the Deaf
(Consisting of 2 pages)
Follows

2017-18 School Calendar

#11

**AGREEMENT
BETWEEN
CITY OF WATERBURY
and
BENHAVEN, INC.**

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 Benhaven, Inc. a duly registered State of Connecticut Corporation doing business at 187 Half Mile Hill Road, North Haven, Connecticut 06473-4121, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Program (I.E.P.), by providing education to children with disabilities placed in its facility for non-residential reasons by the Waterbury Board of Education; and

WHEREAS, Contractor is desirous of performing said services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's I.E.P. as developed by the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary or requested by the City regarding the progress of the child.

1.2 Contractor agrees to provide the education component on behalf of the City, to students placed in its facility by the Board of Education, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 It shall be the responsibility of the City to schedule and notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's Facility along with documentation of services rendered.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first providing thirty (30) days' written notice to the City.

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

1.7 Contractor shall immediately notify the child's parents and/or guardian, and the City of in the event of an emergency or injury, concerning or involving the child.

2. Term

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2017 to June 30, 2020 or any part thereof. The City shall have the option to extend this agreement for two additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment

3.1 The City shall pay Contractor the amount up to **One Million Ninety-Seven Thousand Two Hundred Ninety-Two Dollars (\$1,097,292.00)** for the entire three year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in **Schedule A** entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each student's I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. **Records/Reports**

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy. In the case of pupil truancy, Contractor will notify the City immediately. The City will set up a PPT to review attendance.

4.3 Upon the withdrawal or termination of the Contractor's services for any given student, the Contractor shall provide all student /education records to the City no later than seven (7) school days of said withdrawal or termination.

5. **Student Data Privacy**

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

5.2 Contractor agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the 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 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, 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 that it will not retain any student data or let said student data remain available to the Contractor, or its employees or agents, upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student 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 strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut and the Waterbury Board of Education regarding the confidentiality of student records. 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 students' file that are entrusted to Contractor or gathered by the Contractor 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 shall be used solely for the purposes of providing services under this agreement.

7.3 Contractor acknowledges that in the course of providing services under this Agreement, it will come into the possession of education records 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 unless required by law

8. **Criminal Background Check and DCF Registry Check.**

8.1 Contractor represents and warrants that it and its employees 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 the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

9. **Representation Regarding Qualification**

9.1 Contractor hereby represents that it is a duly approved facility, by the Connecticut State Department of Education, for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

9.2 Contractor hereby represents that it is 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, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

9.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable.

9.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless 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 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 employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

10. Debarment

10.1 Contractor hereby certifies that it and its principals are not 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 Contractors services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, 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 of Education 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, costs and expenses including attorney's fees 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 whole by any willful or negligent act or omission of the City, any subcontractor, 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 their 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, 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 party, the following minimum liability insurance coverage at no cost to the City.

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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant 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 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.

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

12.3.2 **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit Each Accident Any Auto, All owned and Hired Autos(if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

12.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL): \$500,000 EL Each Accident; \$500,000; EI Disease Each Employee, \$500,000 EL Disease Policy Limit

12.3.4 **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per each Wrongful Act \$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;

12.3.5 **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as standalone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program. Applicable to Contractors working directly with youth/minors.

12.3.6 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insureds on all lines of

coverage except Workers Compensation and Professional Liability. The insurance afforded the additional insureds shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant'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 insureds on all lines of coverage on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability."**

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 (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 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 admit any eligible child and shall not discriminate against any child 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 at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. 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, 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 subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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.

24.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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.

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.

[Signature page follows.]

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: _____

BENHAVEN, INC.

By: _____

Print name

Print Name and Title

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Benhaven, Inc.
(Consisting of 1 pages)

2017-18-School Calendar

Residential Educational Services:

Monthly Base Rate..... \$?

Monthly Base Rate with 1 to 1 supervision for half day..... \$?

Monthly Base Rate with 1 to1 Supervision all day..... \$?

Non-Residential/Off Site Educational Services:

Special Education Teacher/Consultant..... \$?/hourly

Educational Associate..... \$?/hourly

**AGREEMENT
BETWEEN
CITY OF WATERBURY
and
SPECIALIZED EDUCATION OF CONNECTICUT DBA HIGH ROADS SHOOOL**

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 Specialized Education of Connecticut dba High Roads School a duly registered State of Connecticut Corporation doing business at 385 Oxford Valley Road, Suite 408, Yardley, Pa 19067, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Program (I.E.P.), by providing education to children with disabilities placed in its facility for non-residential reasons by the Waterbury Board of Education; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual students I.E.P. as developed by the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary or requested by the City regarding the progress of the child.

1.2 Contractor agrees to provide the education component on behalf of the City, to students placed in its facility by the Board of Education, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum on an annual bases. It shall be the responsibility of the City to schedule and notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's Facility along with documentation of services rendered.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first providing thirty (30) days' written notice to the City.

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

1.7 Contractor shall immediately notify the child's parents and/or guardian, and the City of in the event of an emergency or injury, concerning or involving the child.

2. Term

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2017 to June 30, 2020 or any part thereof. The City shall have the option to extend this agreement for two additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment

3.1 The City shall pay Contractor the amount up to **Two Million Six Hundred Seven Thousand Seven Hundred Fifty-Two Dollars (\$2,607,752.00)** for the entire three year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in **Schedule A** entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each students I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. . City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy. . In the case of pupil truancy, Contractor will notify the City immediately. The City will set up a PPT to review attendance.

4.3 Upon the withdrawal or termination of the Contractor's services for any given student, the Contractor shall provide all student /education records to the City no later than seven (7) school days of said withdrawal or termination.

5. Student Data Privacy

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

5.2 Contractor agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the 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 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, 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 that it will not retain any student data or let said student data remain available to the Contractor, or its employees or agents, upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student 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 strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut and the Waterbury Board of Education regarding the confidentiality of student records. 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 students' file that are entrusted to Contractor or gathered by the Contractor 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 shall be used solely for the purposes of providing services under this agreement.

7.3 Contractor acknowledges that in the course of providing services under this Agreement, it will come into the possession of education records 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 unless required by law.

8. **Criminal Background Check and DCF Registry Check.**

8.1 Contractor represents and warrants that it and its employees 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 the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

9. **Representation Regarding Qualification**

9.1 Contractor hereby represents that it is a duly approved facility, by the Connecticut State Department of Education, for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

9.2 Contractor hereby represents that it is 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, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

9.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable.

9.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless 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 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 employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

10. **Debarment**

10.1 Contractor hereby certifies that it and its principals are not 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 Contractors services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, 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 of Education 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, costs and expenses including attorney's fees 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 whole by any willful or negligent act or omission of the City, any subcontractor, 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 their 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, 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 party, the following minimum liability insurance coverage at no cost to the City.

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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant 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 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.

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

12.3.2 **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit Each Accident Any Auto, All owned and Hired Autos(if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

12.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL): \$500,000 EL Each Accident; \$500,000; EI Disease Each Employee, \$500,000 EL Disease Policy Limit

12.3.4 **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per each Wrongful Act \$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;

12.3.5 **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as standalone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program. Applicable to Contractors working directly with youth/minors.

12.3.6 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insureds on all lines of coverage except Workers Compensation and Professional Liability. The insurance afforded the additional insureds shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant'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 insureds on all lines of coverage on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability."**

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 (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 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 admit any eligible child and shall not discriminate against any child 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 at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. 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, 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 subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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.

24.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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.

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.

[Signature page follows.]

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: _____

SPECIALIZED EDUCATION OF CT.
DBA HIGH ROADS SCHOOL

By: _____

Print name

Print Name and Title

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Specialized Instruction of CT. dba High Roads School
(Consisting of 2 pages)
Follows

2017--18 School Calendar

#13

**AGREEMENT
BETWEEN
CITY OF WATERBURY
and
ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**

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 St. Vincent's Special Needs Center, Inc. a duly registered State of Connecticut Corporation doing business at 95 Merritt Blvd, Trumbull, Connecticut 06611, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Program (I.E.P.), by providing education to children with disabilities placed in its facility for non-residential reasons by the Waterbury Board of Education; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's I.E.P. as developed by the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary or requested by the City regarding the progress of the child.

1.2 Contractor agrees to provide the education component on behalf of the City, to students placed in its facility by the Board of Education, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 It shall be the responsibility of the City to schedule and notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's Facility along with documentation of services rendered.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first providing thirty (30) days' written notice to the City.

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

1.7 Contractor shall immediately notify the child's parents and/or guardian, and the City of in the event of an emergency or injury, concerning or involving the child.

2. **Term**

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2017 to June 30, 2020 or any part thereof. The City shall have the option to extend this agreement for two additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. **Payment**

3.1 The City shall pay Contractor the amount up to Seven Hundred Thirty-six thousand Six Hundred Seventy-Five Dollars (\$736,675.00) for the entire three year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in **Schedule A** entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each student's I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. **Records/Reports**

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the

placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy. In the case of pupil truancy, Contractor will notify the City immediately. The City will set up a PPT to review attendance.

4.3 Upon the withdrawal or termination of the Contractor's services for any given student, the Contractor shall provide all student /education records to the City no later than seven (7) school days of said withdrawal or termination.

5. Student Data Privacy

5.1 Contractor shall comply 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 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 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, 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 that it will not retain any student data or let said student data remain available to the Contractor, or its employees or agents, upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student 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 strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut and the Waterbury Board of Education regarding the confidentiality of student records. 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 students' file that are entrusted to Contractor or gathered by the Contractor 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 shall be used solely for the purposes of providing services under this agreement.

7.3 Contractor acknowledges that in the course of providing services under this Agreement, it will come into the possession of education records 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 unless required by law

8. **Criminal Background Check and DCF Registry Check.**

8.1 Contractor represents and warrants that it and its employees 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 the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

9. **Representation Regarding Qualification**

9.1 Contractor hereby represents that it is a duly approved facility, by the Connecticut State Department of Education, for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

9.2 Contractor hereby represents that it is 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, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

9.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable.

9.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless 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 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 employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

10. Debarment

10.1 Contractor hereby certifies that it and its principals are not 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 Contractors services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, 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 of Education 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, costs and expenses including attorney's fees 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 whole by any willful or negligent act or omission of the City, any subcontractor, 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 their 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, 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 party, the following minimum liability insurance coverage at no cost to the City.

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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant 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 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.

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

12.3.2 **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit Each Accident Any Auto, All owned and Hired Autos(if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

12.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL): \$500,000 EL Each Accident; \$500,000; EI Disease Each Employee, \$500,000 EL Disease Policy Limit

12.3.4 **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per each Wrongful Act \$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;

12.3.5 **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as standalone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program. Applicable to Contractors working directly with youth/minors.

12.3.6 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insureds on all lines of coverage except Workers Compensation and Professional Liability. The insurance afforded the additional insureds shall be primary and non-contributory insurance and the

coverage and limits provided under the Consultant'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 insureds on all lines of coverage on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability."**

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 (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 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 admit any eligible child and shall not discriminate against any child 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 at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. 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, 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 subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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.

24.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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.

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: _____

**ST. VINCENT'S SPECIAL NEEDS
CENTER, INC.**

By: _____

Print name

Print Name and Title

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
St. Vincent's Special Needs Center
(Consisting of 1 page)
Follows

2017-18 School Calendar



BOARD OF EDUCATION



#4

Meeting Schedule ~ 2017

DRAFT

Deadline for submission of Committee Workshop Agenda Items	Committee Workshop (Thursdays) 5:30 p.m. (locations subject to change)	Regular Board Meeting* (Thursdays) 6:30 p.m. Waterbury Arts Magnet School
December 23, 2016	December 29, 2016 – TBD	January 5
January 6	January 12 – Regan WAMS	January 12 – Special January 19
January 20	January 26 – Enlightenment	February 2 cancelled
February 3	February 9 – WCA cancelled	February 16 cancelled
February 16	February 23 – WCA February 27 – Special w/BOA	February 23 – Special March 2
March 3	March 9 – State Street	March 9 – Special March 16
March 24	March 30 – WAMS Media Center (Lighthouse)	April 6
April 7	April 13 – TBD cancelled April 20 – Special	April 20 cancelled April 20 – Special
April 21	April 27 – WAMS Media Center (Lighthouse) May 1 – Special w/BOA	May 4
May 5	May 11 – Duggan	May 18
May 19	May 25 – WAMS Media Center (Lighthouse)	June 1
June 2	June 8 – MMS	June 15
June 23	June 29 – WAMS Media Center (Lighthouse)	July 6
July 21	July 27 – WAMS Media Center	August 3
August 25	August 31 – WAMS Media Center	September 7
September 8	September 14 – KHS	September 21
September 22	September 28 – WAMS Media Center (Lighthouse)	October 5
October 6	October 12 – RMS	October 19
October 20	October 26 – Carrington	November 2
November 3	November 9 – WMS	November 16
November 24	November 30 – Tinker	December 7
December 8	December 14 – WHS	December 21

*Unless otherwise posted, Board of Education Regular Meetings are held at Waterbury Arts Magnet School, 6:30 p.m., on the first and third Thursday of each month, except in July and August when meetings are held on the first Thursday only. Location changes or updates are available at the Office of the Board of Education or at its website – www.waterbury.k12.ct.us.

approved on 12/01/2016
Revised and updated on 01/24/17
Updated on 05/09/17

= DRAFT =

#15

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Thursday, May 11, 2017 (Duggan School)
BOARD MEETING: Thursday, May 18, 2017

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
C.Harris	Wilby aud. & lobby: Tues., May 16 th 6:00-8:30 pm (Book Club awards night)
M. Hulse	Kingsbury café & gym: Sat., May 13 th 8:30-11:30 am (100 th Celebration/ fashion show & bldg.. walk-thru)
R. Abell	Rotella community rm.: Wed., May 17 th 12:30-3:00 pm (Speech Dept. teacher collaboration)
T. King-Johnson	WAMS rm.#224: Thurs., May 25 th 2:00-4:30 pm (Prom Dress Drive)
D. Currier	Chase gym: Thurs., May 11 th 3:30-7:30 pm (Family Health Night)
T. St. Pierre	Duggan café: Thurs., June 1 st 2:30-4:30 pm (Parent garden club) (rain date: Fri., June 2 nd)
K. Card	Driggs gym & café: Fri., June 9 th 4:00-7:00 pm (School Governance Council- Families of Excellence ceremony)
Blue Collar Union	Kennedy aud.: Sun., June 11 th 10am-1pm (membership meeting)
PTO	Maloney gym: Fri., June 2 nd 4:00-8:00 pm (school dance)
C. Swain	WAMS media ctr.: Thursdays, 6/29, 7/27 & 8/31 5:30 pm to 9:00 pm (board workshops in conjunction with the regular meetings)

Approved:

 John Theriault

 Kathleen M. Ouellette, Ed. D.
 Superintendent of Schools

MAY - 1 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5/1/17

TO: SCHOOL BUSINESS OFFICE

FROM: Charlene Harris, Parent Liaison

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

NAME OF SCHOOL REQUESTED: Wilby



Auditorium



Gymnasium



Swimming Pool



Café/Rooms

lobby
DATES REQUESTED:

5/16/17

FROM:

6

am/pm

TO:

8:30

am/pm

FOR THE FOLLOWING PURPOSES:

Book Club Awards Night

OK
d. Kaler

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

MAY - 8 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5/8/17

TO: SCHOOL BUSINESS OFFICE

FROM: Kingsbury School (maria Hulse)

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

NAME OF SCHOOL REQUESTED: Kingsbury School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Cafeteria/Rooms

DATES REQUESTED: Saturday 5/13/17

FROM: 8:30 am/pm TO: 11:30 am/pm

FOR THE FOLLOWING PURPOSES:

Fashion Show - Walk Thru
100th Celebration

M. Hulse
APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

MAY - 1 2017

DATE: 5-1-17

TO: SCHOOL BUSINESS OFFICE

FROM:

Roberta Abell

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

NAME OF SCHOOL REQUESTED: *Rotella*

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms *Community Rm.*

DATES REQUESTED: *May 17, 2017*

FROM: *12:30* am/pm TO: *3:00* am/pm

FOR THE FOLLOWING PURPOSES:

Teacher Collaboration -
Speech Dept.

RA
APPLICANT */ Sm.*

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.

MAY - 1 2017

Please give form to Nicole Steck

SCHOOL PERSONNEL USE ONLYDATE: 5-01-17

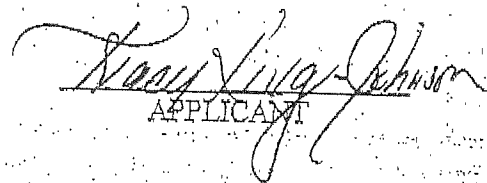
TO: SCHOOL BUSINESS OFFICE

FROM: Tracy King-Johnson

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 Rm 224
DATES REQUESTED: May 25th 2017FROM: 2⁰⁰ am/pm TO: 4³⁰ am/pm

FOR THE FOLLOWING PURPOSES:

Prom Dress Drive

 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

MAY - 1 2017

DATE: 5-1-17

TO: SCHOOL BUSINESS OFFICE

FROM: Chase School - Doreen Currier

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

NAME OF SCHOOL REQUESTED: Chase School
☐ Auditorium
 ☒ Gymnasium
 ☐ Swimming Pool
 ☐ Café/Rooms

 DATES REQUESTED: May 11, 2017
 FROM: 530 am/pm TO: 730 am/pm

FOR THE FOLLOWING PURPOSES:

Family Health Night with
Cherie Lamb
Doreen Currier
 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 Patriots

MAY - 4 2017

SCHOOL PERSONNEL USE ONLY

Date: 5/3/2017

TO: SCHOOL BUSINESS OFFICE

FROM: DUGGAN SCHOOL

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

NAME OF SCHOOL REQUESTED:

DUGGAN SCHOOL

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Room:

DATES REQUESTED: 6/1/2017 - Rain date 6/2/2017

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

FOR THE FOLLOWING PURPOSES:

Parent Garden Club (Food Corp)

Ima. J. Kene
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 the police and fire headquarters.

hook

SCHOOL PERSONNEL USE ONLY

MAY - 4 2017

DATE: 5/4/17

TO: SCHOOL BUSINESS OFFICE

FROM: Katherine Card

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

NAME OF SCHOOL REQUESTED: Driggs School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 6/9/17

FROM: 4:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

School Governance Council -
Family of Excellence ceremony

Katherine Card
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.

ok

MAY - 5 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5-5-17

TO: SCHOOL BUSINESS OFFICE

FROM: Blue Collar Union
Lenny Calo

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

NAME OF SCHOOL REQUESTED: Kennedy

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Sunday, June 25, 2017
FROM: 10:00 am/pm TO: 1:00 am/pm

FOR THE FOLLOWING PURPOSES:

Union Meeting

Lenny Calo
APPLICANT

Please note the following provisions:

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

Back

MAY - 5 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5/5/17

TO: SCHOOL BUSINESS OFFICE
FROM: Maloney School

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: June 2, 2017
FROM: 4:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:
PTO My Hero + me Dance

Maloney PTO
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.

8032 - Attention

MAY - 8 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5-4-17

TO: SCHOOL BUSINESS OFFICE
FROM: Currie Swain

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

NAME OF SCHOOL REQUESTED: WAMS
media ctr.

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Thursdays ^{4th} June 29, ^{4th} July 27, Aug. 31st
DATES REQUESTED:
FROM: 5:30 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Bd of Ed. workshops prior
to regular Board meetings

C.S.
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.

#16

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Thursday, May 11, 2017 (Duggan School)

BOARD MEETING: Thursday, May 18, 2017

**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
Camp Revach Rabbi Karr	Crosby pool: 6/26 to 8/18/17 2 weekdays 12:30-2:30 pm (swim program)
Albanian Center Rakip Etemi	Kennedy aud.& rms.: Sat. & Sun. May 20 th & 21 st noon to 4:00 pm (Albanian dance event)

REQUESTING WAIVERS:

Shekinah Christian Church Jose Reyes	Wilby aud.: Thurs.& Fr., July 6 th & 7 th 6:00pm to 11:00pm (annual convention) (\$1,512.)
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GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Erika Cooper Wtby.Neighborhood Services	Reed café: Wed., June 14 th 6:00-8:00pm (meeting/catered food)
P.A.L. Ofc. C. Amatruda	Wilby pool: July 10 th thru Aug. 3 rd Mon. thru Thurs. 12:30 to 7:00 pm (learn to swim program)
Clayton Memorial Church Rev. Delones Patterson	Crosby track: Sat., July 8 th 9:00am to 12:00 noon (annual church walk/use of track only)
Almost Home/Uplifting Life, Wtby.Neighborhood Services Erika Cooper	Walsh rms.: 7/5 to 8/18 Mon. thru Fri. 8:30am-3:00pm (summer program)

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#

MAY - 5 2017

APPLICANT Yerachmiel / Karr NAME OF ORGANIZATION Camp RevachADDRESS 31 Hillside Ave Waterbury CT 06710 TELEPHONE # 203-528-4147
(street) (city) (state) (zip code)SCHOOL REQUESTED Crocker DATES 6/26-8/18 ROOM(S) PoolOPENING TIME 2:30 CLOSING TIME 4:30 pm PURPOSE Swim 2 days / wk.

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 50SIGNATURE OF APPLICANT YMK DATE 5/3/17

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

Mark Schuck 31 Hillside Ave 203-623-9132

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. YK (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$173/HR.

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.

MAY - 18 - 2017

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#

Yoo Rakip Etemi

APPLICANT Rakip Etemi NAME OF ORGANIZATION Albanian Center
ADDRESS 106 Columbia Blvd Wt Ct 06702 TELEPHONE # 203-704-0207
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy DATES 5/20 - 5/21 ROOM(S) 4 classrooms, Auditorium
OPENING TIME 12 CLOSING TIME 4 PURPOSE Albanian dance
ADMISSION (if any) X CHARGE TO BE DEVOTED TO X
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 350 CHILDREN 100
SIGNATURE OF APPLICANT [Signature] DATE 4/6/17

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. LE (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.

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

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

CONTRACT#

APR 28 2017

APPLICANT Jose A. Reyes NAME OF ORGANIZATION Shekinah Christian Church

ADDRESS 584 N. Main St Wby CT 06704 TELEPHONE # (203) 525-2811
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby H.S. / North End DATES July 4 & 7 ROOM(S) Auditorium

OPENING TIME 6:00pm CLOSING TIME 10:00pm PURPOSE Annual Convention / Speakers

ADMISSION (if any) — CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 150

SIGNATURE OF APPLICANT [Signature] DATE 4/28/17

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
(Same) 203-706-2793
Gladys Gonzalez

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. J.R. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUSTODIAN (3) (1512.00)

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ 250.00 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.

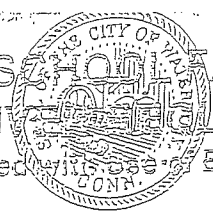
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

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.

THURS
&
FRI.
July
4 & 7

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



APPLICANT/ORGANIZATION: Jose A. Reyes Shekinah Christian Church

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wilby H.S. / North End Auditorium

DATE(S): July 6th

TIMES: 6:00pm - 11:00pm 756

DATE(S): July 7th

TIMES: 6:00pm - 11:00pm 756

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

4/28/17

Date

Jose A. Reyes
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 1512.00

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

MAY - 8 2017

CONTRACT#

APPLICANT Erika Cooper NAME OF ORGANIZATION Neighborhood House Services of Waterbury

ADDRESS 161 N. Main St Waterbury, CT TELEPHONE # 203-753-1896
(street) (city) (state) (zip/code)

SCHOOL REQUESTED Reed DATES 6-14-17 ROOM(S) Cafe

OPENING TIME 6 am CLOSING TIME 8 pm PURPOSE meeting / catered food

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO _____

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

SIGNATURE OF APPLICANT Erika Cooper DATE 5/8/17

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

Erika Cooper, 203-419-8399/203-753-1896 161 N. Main Street

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. EC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

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

APR 28 2017
CONTRACT#

Book

APPLICANT Chris Amatrudi NAME OF ORGANIZATION PAL
ADDRESS 64 Division A Waterbury, CT 06704 TELEPHONE # 203-346-3921
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilby DATES 7/10 - 8/3/17 ROOM(S) Pool
OPENING TIME 12:30 pm CLOSING TIME 7:00 pm PURPOSE Learn To Swim
ADMISSION (if any) ✓ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 100-150 Daily
SIGNATURE OF APPLICANT [Signature] DATE 4-28-17
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
(SAME) 203-228-7361

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. GA (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.

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE _____

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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# MAY - 1 2017

Book
APPLICANT Rev Delores Patterson NAME OF ORGANIZATION Clayton Memorial Church
ADDRESS 715 Lakewood Rd Waterbury, CT 06704 TELEPHONE # 203-519-1535
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby DATES July 8, 2017 ROOM(S) Tracks only ✓
OPENING TIME 9:00 AM CLOSING TIME 12:00 PM PURPOSE Church walk
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN 25
SIGNATURE OF APPLICANT Rev. Delores Patterson DATE 4-20-17
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. BD DP (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.

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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.

OK - Park Dept.

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# MAY - 3 2017

Neighborhood Housing
Uplifting a Life / SERV.

APPLICANT Erika Cooper NAME OF ORGANIZATION Almost Home

ADDRESS 161 N. Main Street 06704 TELEPHONE # 803-419-8397
(street) (city) (state) (zip code)

SCHOOL REQUESTED Walsh DATES 7/5/17-8/18/17 ROOM(S) Whole Bottom Floor

OPENING TIME 8:30 am CLOSING TIME 3:00 pm PURPOSE Summer Program

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN \$ 40-60

SIGNATURE OF APPLICANT Erika Cooper DATE 5/3/17

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

Erika Cooper

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. EC (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.

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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).

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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.

#17

Ms. Marlene M Correa

191 Bennett Ave

Waterbury, CT 06708

mcmoon1336x@gmail.com - (203) 841-9212

Contents:

1. Online Application
2. Attachment: Cover Letter or Letter of Intent
3. Attachment: Transcripts
4. Attachment: Transcripts p. 2
5. Attachment: Transcripts p. 3

Prepared for: Anne Phelan
Waterbury Public Schools
May 8, 2017 10:08 AM

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Personal Data

Name: Ms. Marlene M Correa
(Title) (First) (Middle Initial) (Last)
Other name(s) under which transcripts, certificates, and former applications may be listed:
Other:
(Title) (First) (Middle Initial) (Last)
Email Address: mcmoon1336x@gmail.com

Postal Address

Permanent Address		Present Address	
Number & Street:	191 Bennett Ave	Number & Street:	
Apt. Number:		Apt. Number:	
City:	Waterbury	City:	
State/Province:	CT	State/Province:	
Zip/Postal Code:	06708	Zip/Postal Code:	
Country:	United States of America	Country:	
Daytime Phone:	(203) 841-9212	Phone Number:	
Home/Cell Phone:	()		

Employment Desired

Open Vacancy Desired:	Date Last Submitted	Experience in Similar Positions
JobID: 876 Student Support Services: Substitute Recreation Specialist - BOE at Districtwide	3/17/2017	1 year

Experience

Please list ALL relevant work experience beginning with the most recent.

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
SHOPRITE SUPERMARKET KEY-HOLDER CASHIER		943 WOLCOTT ST WATERBURY, CT 06705 203-756-5614		Katie Woodard 203-577-9631	
Date From - Date To:	12/2008 - 07/2016	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:	I am still employed				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Ability to effectively communicate accounting information, policies, and/or procedures in a manner easily understood by the customer. Guiding and solving queries of customers. Perform filing, data management, drafting and editing short office memos. Answered the telephone and represented the company in a professional and businesslike manner. Assist with all other office administrative duties. Provide good service to all customers by maintaining a friendly environment. Maintain accurate records of the sale of goods and services, without any errors. Receive the amount of purchase in the form of cash, check, credit cards, vouchers, or automatic debits Assist with new employee training, including store policies, services, financing options and register operations.				

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Waterbury School District Substitute Teacher		236 Grand St Waterbury, CT 06708 203-574-8000		JACKIE PLANAS 203-574-8000 jplanas@waterbury.k12.ct.us	
Date From - Date To:	08/2016 - 09/2017	Full or Part Time:	Sub	Last Annual Salary:	
Reason for Leaving:	I am still employed				
May we contact this employer?	Yes				
Responsibilities/ Accomplishments at this Position	<p>Direct the learning procedure in the direction of accomplishing curriculum objectives and goals as implied in the lesson plans for projects, lessons or units assigned.</p> <p>Make use of instructional procedures and materials which are most suitable for attaining lesson goals.</p> <p>Go through the attendance according to the procedures of the school.</p> <p>Ensure an orderly and tidy classroom and may need to keep tables and chairs well arranged and clear of the chalkboard.</p> <p>Adhere to all procedures, guidelines, and policies followed by regular teachers in line with recommended teaching procedure.</p> <p>Ensure a sustainable relationship with parents, pupils, school personnel and members of the public by communicating in a confidential, polite and refined manner.</p>				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Per Diem Paralegal, LLC Real Estate Paralegal		1 Sherman Woodbury, Ct 06798		Chris Matthews 203-330-6459 Chris@perdiemparalegal.com	
Date From - Date To:	09/2016 - 03/2017	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:	I am employed				
May we contact this employer?	Yes				
Responsibilities/ Accomplishments at this Position	<p>Work closely with attorneys on all aspects of commercial real estate transactions.</p> <p>Assist attorneys with due diligence.</p> <p>Prepare summary/timeline of Purchase and Sale Agreements.</p> <p>Draft real estate closing documents.</p> <p>Review real estate and loan documents.</p> <p>Oversee signature conferences for closings.</p> <p>Review closing/lender checklists and assist attorneys with fulfillment of closing requirements</p> <p>Assemble final documents for closing.</p> <p>Answering the phone</p> <p>Scheduling appointments</p> <p>Conducting discovery</p> <p>Corresponding with clients, courts, attorneys, and other professionals</p> <p>Organizing and maintaining files</p>				

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Education

Please tell us about your educational background beginning with the most recent.

High School Attended: Kennedy High School Waterbury, CT

Graduation Status: H.S. Diploma

Colleges, Universities and Technical Schools Attended:

Name and location	Dates Attended: From - To	Major area of study and number of semester hours	Minor area of study and number of semester hours	Degree	Date Conferred or Expected
Western Connecticut State University Danbury, CT	09/2013 05/2016	Justice and Law Administration Hrs: 126	Hrs:	BA	05/2016

	Undergraduate	Graduate
Overall GPA	/4	/4
Major GPA	/4	/4
Highest Degree Attained	Number of graduate hours beyond your highest degree:	Grad Program Of Study
BA/BS/etc.	126	Criminal Justice

List honors, awards or distinctions you have earned:

Semester Hours

For the subject areas below in which you have 15 or more semester hours/credits, please indicate how many university semester hours/credits you have and/or if you are endorsed.

No Semester Hours Entered

Certification

Do you hold National Board for Professional Teaching Standards certification? **No**

Do you hold or anticipate a Connecticut certificate? **No**

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Certification Continued

- * Have you applied for a Connecticut certificate? No
- * List the date you applied for certification:
- * Have you received a deficiency statement? No
- If pending, date test taken
- * Have you passed the Basic Skills Exam? No
- * Have you passed the Content Area Exam? No

Do you hold a current out-of-state certificate? No

State	Type	Certificate Number	Expiration Date	Current?
				No

List your out-of-state certified teaching/administration fields:

Highly Qualified Teacher

- * Have you previously obtained Highly Qualified status from a school district? No
- If Yes, what type of school district considered you Highly Qualified?

For the subject areas below in which you meet the federal highly qualified standard, select the method used to meet the standard. Only select a method for those subjects in which you meet the federal highly qualified standard.

Subject Area	Method	Subject Area	Method
Civics or Government	Undergraduate Credits Equivalent to Major (30)	Economics	Undergraduate Credits Equivalent to Major (30)
English	Undergraduate Credits Equivalent to Major (30)	Foreign Language	Undergraduate Major
History	Undergraduate Credits Equivalent to Major (30)	Mathematics	Undergraduate Credits Equivalent to Major (30)
Reading and Language Arts	Undergraduate Credits Equivalent to Major (30)	Science	Undergraduate Credits Equivalent to Major (30)

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Extracurricular Activities

Athletic	Soccer	Swimming/Diving		
Club	Bell Choir	Concessions	Cultural Awareness	Dance
	Detention Supervisor	Film Making	Horticulture	Internet Club
	Life and Family Studies	On Our Own	Reading	Social Science
	Student Congress	Student Council	Work Program	Yearbook

Please provide more details regarding your experience or interest in your selected extra curricular activities. For instance, provide details on any experience as a participant at the high school or college level or as a director, coach, supervisor, or sponsor.

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Describe the skills or attributes you believe are necessary to be an outstanding teacher.

I believe what makes a good teacher is one that loves their job. Students can tell if you actually like what you do or if you are only there to pick up a paycheck and don't actually worry about them. A skillful instructor is fair, firm, and stands by what they say. A skillful instructor is one that loves spending their entire day with pupils. A good teacher is one that is able to explain what they are supposed to be teaching in a way that students can understand. A good teacher is able to laugh with their class. A good teacher knows which students need the most help and which ones don't get much attention at home and try to make school the best part of their day. A good teacher makes each of their students feel special. A good teacher makes students think that what they have to say is important and listens to each of them when they want to talk. A skillful teacher is organized and informs the students about things that directly involve them. A skillful instructor is able to operate with other teachers to effectively improve the school and the education the kids are growing. A good teacher is able to find something they like in each and every student, no matter how disruptive and mean the student might be. There might be a reason the kid is like they are and a good instructor will attempt to discover beyond the problem and see the real student inside.

2. How would you address a wide range of skills and abilities in your classroom?

I believe I have strong interpersonal communication skills which is effective when trying to teach students how to learn a difficult subject. Being able to communicate well with others is often essential to solving problems that inevitably occur. I believe I would create an open and honest communication atmosphere that allows student's to express their differences. Learning occurs in a safe and positive environment. I believe I can be interactive with students as well.

Through my education and job experience, I have developed skills and capabilities relevant to Substitute Teacher's job. This includes; a thorough understanding of behavior management strategies, optimistic point of view, a strong desire to deliver, good work ethics, exceptional communication skills and a profound ability to work as part of a strong interdisciplinary team.

3. Please provide a brief statement of your educational philosophy and your long range goals in education.

My teaching philosophy is that all students have the desire to learn and that it is my job as a teacher to connect what I want them to learn with what is already important to them in their lives. Once the student feels a connectedness between the lesson and their own interests, they will not require to be bribed by the teachers in order to bring their learning seriously. Rather, learning will be interesting and rewarding for its own sake. In shorter form, find ways to tap into students' natural motivation to learn and then act as their coach while they lead the way. All of this is premised on the belief that we learn what we are motivated to learn.

My long range goals in education would be to provide a safe and welcoming environment with a variety of attractive materials that are developmentally-appropriate, and challenging, yet success-oriented. I want to foster student's independence, as well as assist them when needed. I serve as a role model and respect them, as well as teach them to respect others. I want to spend a good deal of the day observing what student are interested in and what they may need to work on. I want to encourage them to try things that they may not

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

3. Please provide a brief statement of your educational philosophy and your long range goals in education.

I feel confident in, but I won't push it. I want to offer lessons when the kid is ready for them cognitively and physically. It is difficult sometimes, but I try my best to allow them make mistakes, as they will more often than not figure it out on their own. I will offer help if I feel a child is struggling, but if he is influenced to manage it on his own, I will respect that.

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

I have recently obtained my BA from Western Connecticut State University. During my time at college I worked a full time job which has facilitated to develop my communication and interpersonal skills. In addition, I have also enhanced my organizational and leadership skills because I have trained new employees on the job. I possess the confidence to take over any challenges, and I can adapt myself into any working environment. I sustain the capability in generating learning interest in students being a formal student not so long ago.

Statement

Brief statement why you should be considered for this position:

I have my BA, and I have the flexibility for the position.

Brief outline of pertinent data not requested herein which in your opinion would support your candidacy for this position:

I believe working with the public for 8 years that I have a good understanding how people function, and can work under a lot of stress, and fast-paced environment.

Do you currently hold an extra-compensatory position? If yes, describe position.

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Describe the skills or attributes you believe are necessary to be outstanding when working in student support services.

I am a passionate and enthusiastic person, with a desire to prompt and strong will to inspire students from various cultures and backgrounds. Additionally, I have good time management and coordination skills, excel in working independently or as part of a team. I am proficient in the use of computers, specializing in MS office programs.

2. How would you address a wide range of issues in your groups?

The best means to address the wide range of issue in the classroom takes a great deal of thought and advance planning. You need varied materials and natural processes that present every student a chance to succeed. I would include lectures, multimedia presentations and student-involved demonstrations. I would take open feed back to make sure each lesson plan is suited for each pupil in some sort of direction because each student doesn't obtained information the same way.

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Language Skills

Do you know any language other than English? No

Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Katie Woodard	Chris Matthews
School/Org:		
Current Position:	ShopRite From Home Manager	Paralegal
Home Phone:	203-577-9631	203-262-6200
Cell Phone:		
Work Phone:		203-756-5614
Mailing Address:		
Email:		Chris@perdiemparalegal.com
Relationship to Candidate:	Supervisor	Supervisor
Years Known:	8	1

	Reference 3 of 3	
Name:	Pamela Ifill	
School/Org:	Waterbury School District	
Current Position:	Substitute Teacher	
Home Phone:	203-510-7789	
Cell Phone:		
Work Phone:		
Mailing Address:		
Email:	pameliaifill424@yahoo.com	
Relationship to Candidate:	Friend	
Years Known:	10	

Referrals

How did you hear about employment with us?

Other: Friend

Present Assignment

School

Grade

Bunker Hill

☒ PreK

☒ Kindergarten

☒ 1st

☒ 2nd

☒ 3rd

☒ 4th

☒ 5th

☒ 6th

☒ 7th

☒ 8th

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Present Assignment continued

Subject(s)/Content Area(s)

Qualifications

Please list any additional experience or qualifications you have for consideration of this position.

Disclosures

Contract Status

- * Are you currently under contract?
If Yes, which district?
If Yes, when does it expire?
When may your present employer be contacted?

Yes
Waterbury

Professional Status

- * Have you obtained tenure status in any other School District?
If Yes, where?
If Yes, when?
- * Have you ever been denied tenure?

No

No

If Yes, explain:

- * Have you ever had a teaching certificate or teaching license revoked or suspended?

No

If Yes, explain:

- * Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

No

If Yes, explain:

- * Are you a relative of any board member, administrator, or supervisor who is currently serving the School District?

No

Name:

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

Date Submitted: 3/17/2017

Internal Candidate

Disclosures continued

Position:

Relationship:

* Can you perform all the essential job function(s) of the position(s) for which you are applying, with or without reasonable accommodation?

Yes

List any accommodations:

Retiree Status

Connecticut law places certain restrictions on the employment of individuals who are collecting benefits from the State Teachers Retirement System.

If you are currently collecting such benefits, or have applied for such benefits, please indicate here:

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse. Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your agreement with this form is your consent to the drug test.

* I agree

Yes

Additional Information

Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records.

* Are you eligible to work in the United States?

Yes

* Have you ever had any indicated finding of child abuse filed in your name?

No

If yes, explain, giving dates:

* Does your name appear on any Sex Offender Database in any state or country?

No

Waterbury Public Schools Online Application

Correa, Marlene - AppNo: 8756

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Equal Opportunity Employer

Waterbury Public Schools is an Equal Opportunity Employer. Waterbury Public Schools ensures equal employment opportunities regardless of race, creed, gender, color, national origin, religion, age, sexual orientation or disability. Waterbury Public Schools has a policy of active recruitment of qualified minority teachers and non-certified employees. Any individual needing assistance in making application for any opening should contact the Department of Human Resources.

Applicant's Acknowledgment and Agreement

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

I, Marlene Correa, agree to all of the terms above.

☒ I agree

Athletic Coaching Positions

- * Do you have a current unexpired Connecticut Coaching Permit (600-INTERSCHOLASTIC/INTRAMURAL COACH)?
- * Is your First Aid Certificate current and unexpired?
- * Is your CPR Certificate current and unexpired?
- * Do you have your original certificate of completion for Module 15 from the Connecticut Coaching Education Program (CCEP) (Head Injury Training)?

No

Yes

Yes

No

Current School Assignment

Please indicate your current school assignment

Yamia L Gibson

103 long hill road

Waterbury , CT 06704

Yamiatorpey19@gmail.com - (203) 9824367

Contents:

1. Online Application

Prepared for: Anne Phelan
Waterbury Public Schools
Apr 20, 2017 11:30 AM

Waterbury Public Schools Online Application

Gibson, Yamia - AppNo: 10044

Date Submitted: 1/12/2017

Personal Data

Name: Yamia L Gibson
(First) (Middle Initial) (Last)
Other name(s) under which transcripts, certificates, and former applications may be listed:
Other: (First) (Middle Initial) (Last)
Email Address: Yamiatorpey19@gmail.com

Postal Address

Permanent Address	Present Address
Number & Street: 103 long hill road	Number & Street:
Apt. Number:	Apt. Number:
City: Waterbury	City:
State/Province: CT	State/Province:
Zip/Postal Code: 06704	Zip/Postal Code:
Country: United States of America	Country:
Daytime Phone: (203) 9824367	Phone Number:
Home/Cell Phone: (203) 9824367	

Employment Desired

Closed Vacancy Desired:

JobID: 907

Student Support Services: Recreation Specialist - BOE at Multiple Schools

Date Last Submitted
1/12/2017

Experience in Similar Positions
years

Experience

Please list ALL relevant work experience beginning with the most recent.

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
Beth Mouchun Naugatuck Valley Community College President's assistant		750 Chase Parkway Waterbury, CT 06708 (203) 575-8083		Beth mouchun (203) 575-8083 bmonchun@nvcc.commnet.edu	
Date From - Date To:	09/2016 - 05/2017	Full or Part Time:	Part	Last Annual Salary:	10.10
Reason for Leaving:	Still employed				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Responsibilities that are required of me are to complete all tasks assigned for that work day, assist the president as well as her assistant and secretary. Attend All school functions that are asked of me and maintain good grades.				

Waterbury Public Schools Online Application

Gibson, Yamia - AppNo: 10044

Date Submitted: 1/12/2017

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Vladimir Santos Regal Cinemas Manager		495 Union Street Waterbury, Ct 06705 (203) 510-7068		Vladimir Santos (203) 510-7068	
Date From - Date To:	11/2014 - 04/2015	Full or Part Time:	Part	Last Annual Salary:	9.60
Reason for Leaving:	School obligations				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Serve all customers as if they were you're one and only customer that day! Upgrade in sales, maintain a clean work enviornment, and smile!				

Education

Please tell us about your educational background beginning with the most recent.

High School Attended: Wilby Highschool, Waterbury, Ct
Graduation Status: H.S. Diploma

Colleges, Universities and Technical Schools Attended:

Name and location	Dates Attended: From - To	Major area of study and number of semester hours	Minor area of study and number of semester hours	Degree	Date Conferred or Expected
CT - Connecticut College	08/2015 05/2017	General studies Hrs:	Hrs:	General studies	05/2017

	Undergraduate	Graduate
Overall GPA	3.2/4	/4
Major GPA	3.2/4	/4
Highest Degree Attained	Number of graduate hours beyond your highest degree:	Grad Program Of Study
None		

List honors, awards or distinctions you have earned:

Waterbury Public Schools Online Application

Gibson, Yamia - AppNo: 10044

Date Submitted: 1/12/2017

Certification

Do you hold National Board for Professional Teaching Standards certification? **No**

Do you hold or anticipate a Connecticut certificate? **No**

* Have you applied for a Connecticut certificate? **No**

* List the date you applied for certification:

* Have you received a deficiency statement? **No**

If pending, date test taken

* Have you passed the Basic Skills Exam?

* Have you passed the Content Area Exam?

Do you hold a current out-of-state certificate?

State	Type	Certificate Number	Expiration Date	Current?

List your out-of-state certified teaching/administration fields:

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Describe the skills or attributes you believe are necessary to be outstanding when working in student support services.

When working in student support services, I do believe you are a role model. It is important that you set an example of moral correctness, personableness, as well as keeping the environment around them safe and positive.

2. How would you address a wide range of issues in your groups?

Addressing issues can be difficult at times, but if you directly address the problem, not aggressively, but sternly while simultaneously being concerned you are able to come to a reasonable solution to the problem most times. If the problem seems to be out of my ability to solve, I would then address my concerns with the manager.

Language Skills

Do you know any language other than English? **No**

Waterbury Public Schools Online Application

Gibson, Yamia - AppNo: 10044

Date Submitted: 1/12/2017

Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Susan Houlihan	Tracy Mahar
School/Org:	Naugatuck Valley Community College	Naugatuck Valley Community College
Current Position:	Advisor	Advisor of Workers, achievers, values, education (W.A.V.E) program
Home Phone:		
Cell Phone:	(203) 768-3605	
Work Phone:		
Mailing Address:		
Email:		
Relationship to Candidate:	Advisor	Advisor
Years Known:	2	(203)232 -7068

Referrals

*Mitchell Helms
Program Coord - Dean of A.B.S.*

How did you hear about employment with us?

District Employee

Disclosures

Contract Status

* Are you currently under contract?

Yes

If Yes, which district?

If Yes, when does it expire?

May of 2017

When may your present employer be contacted?

Anytime

Professional Status

* Have you obtained tenure status in any other School District?

No

If Yes, where?

If Yes, when?

* Have you ever been denied tenure?

No

If Yes, explain:

* Have you ever had a teaching certificate or teaching license revoked or suspended?

No

If Yes, explain:

* Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

No

If Yes, explain:

Waterbury Public Schools Online Application

Gibson, Yamia - AppNo: 10044

Date Submitted: 1/12/2017

Disclosures continued

* Are you a relative of any board member, administrator, or supervisor who is currently serving the School District? No

Name:

Position:

Relationship:

* Can you perform all the essential job function(s) of the position(s) for which you are applying, with or without reasonable accommodation? Yes

List any accommodations:

Retiree Status

Connecticut law places certain restrictions on the employment of individuals who are collecting benefits from the State Teachers Retirement System.

If you are currently collecting such benefits, or have applied for such benefits, please indicate here: -

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse. Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your agreement with this form is your consent to the drug test.

* I agree Yes

Additional Information

Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records.

* Are you eligible to work in the United States? Yes

* Have you ever had any indicated finding of child abuse filed in your name? No

If yes, explain, giving dates:

Waterbury Public Schools Online Application

Gibson, Yamia - AppNo: 10044

Date Submitted: 1/12/2017

Legal Information continued

* Does your name appear on any Sex Offender Database in any state or country? No

Equal Opportunity Employer

Waterbury Public Schools is an Equal Opportunity Employer. Waterbury Public Schools ensures equal employment opportunities regardless of race, creed, gender, color, national origin, religion, age, sexual orientation or disability. Waterbury Public Schools has a policy of active recruitment of qualified minority teachers and non-certified employees. Any individual needing assistance in making application for any opening should contact the Department of Human Resources.

Applicant's Acknowledgment and Agreement

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

I, Yamia Gibson, agree to all of the terms above.

☒ I agree

Mrs. Sibgha Kanwal

140 Whiting st

Apt. Number: 2c

Plainville , CT 06062

mohammadarkam@rocketmail.com - (203) 8502197

Contents:

1. Online Application

Prepared for: Anne Phelan
Waterbury Public Schools
Apr 25, 2017 8:25 AM

Waterbury Public Schools Online Application

Kanwal, Sibgha - AppNo: 10251

Date Submitted: 3/4/2017

Personal Data

Name: Mrs. Sibgha Kanwal
(Title) (First) (Middle Initial) (Last)
Other name(s) under which transcripts, certificates, and former applications may be listed:
Other: (Title) (First) (Middle Initial) (Last)
Email Address: mohammadarkam@rocketmail.com

Postal Address

Permanent Address

Number & Street: 140 Whiting st
Apt. Number: 2c
City: Plainville
State/Province: CT
Zip/Postal Code: 06062
Country: United States of America
Daytime Phone: (203) 8502197
Home/Cell Phone: (203) 8502197

Present Address

Number & Street:
Apt. Number:
City:
State/Province:
Zip/Postal Code:
Country:
Phone Number:

Employment Desired

Open Vacancy Desired:

JobID: 876

Student Support Services: Substitute Recreation Specialist - BOE at Districtwide

Date Last Submitted
3/4/2017

Experience in Similar Positions
1 year

Experience

Please list ALL relevant work experience beginning with the most recent.

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
Alied School Arts and Craft Teacher		473 GTS Choke Jhelum 0544			
Date From - Date To:	-	Full or Part Time:		Last Annual Salary:	
Reason for Leaving:					
May we contact this employer?					
Responsibilities/Accomplishments at this Position					

Waterbury Public Schools Online Application

Kanwal, Sibgha - AppNo: 10251

Date Submitted: 3/4/2017

Education

Please tell us about your educational background beginning with the most recent.

High School Attended: Islamia Girls highSchool Jhelum Pakistan
Graduation Status: H.S. Diploma

Colleges, Universities and Technical Schools Attended:

No education was entered.

Overall GPA	Undergraduate	Graduate
	3.5/4	5.0/5
Major GPA	3.5/4	5.0/5
Highest Degree Attained	Number of graduate hours beyond your highest degree:	Grad Program Of Study
MA/MS/etc.	3 years	Fashion designer and master in Fine Arts

List honors, awards or distinctions you have earned:

Inter-Collegiate Painting Competition 2009 1st Prize
The Educators Award From Takbleeq Academy of Arts Jhelum Painting exhibition
English Language Certificate 5.0 Grades

Certification

Do you hold National Board for Professional Teaching Standards certification? **No**

Do you hold or anticipate a Connecticut certificate? **No**

* Have you applied for a Connecticut certificate? **No**

* List the date you applied for certification:

* Have you received a deficiency statement? **No**

If pending, date test taken

* Have you passed the Basic Skills Exam? **No**

* Have you passed the Content Area Exam? **No**

Waterbury Public Schools Online Application

Kanwal, Sibgha - AppNo: 10251

Date Submitted: 3/4/2017

Certification (cont.)

Do you hold a current out-of-state certificate? No

State	Type	Certificate Number	Expiration Date	Current?

List your out-of-state certified teaching/administration fields:

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Describe the skills or attributes you believe are necessary to be outstanding when working in student support services.

The skills I believe are necessary to be outstanding are to be able to: understand the point of view of the child or children you are supporting

Patient to give the proper attention to each child

Unique or Colorful to stick out.

2. How would you address a wide range of issues in your groups?

By talking them in to calming down and then one at a time

Language Skills

Do you know any language other than English? Yes

Language(s): Urdu
Oral Level: Polite
Written Level: Literate

Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Jean Richards	Mohammad Arkam
School/Org:		Uber
Current Position:	Social worker	Driver
Home Phone:		
Cell Phone:	2035193887	2038502197
Work Phone:		
Mailing Address:		140 Whiting st Blainville Ct 06062
Email:		mohammadarkam@rocketmail.com
Relationship to Candidate:	Friends	Husband
Years Known:	2	4

Waterbury Public Schools Online Application

Kanwal, Sibgha - AppNo: 10251

Date Submitted: 3/4/2017

Professional References cont.

	Reference 3 of 3	
Name:	Muhammad Shafique	
School/Org:		
Current Position:		
Home Phone:		
Cell Phone:	2039824274	
Work Phone:		
Mailing Address:	12-6 Marbury Circle Waterbury Ct 060705	
Email:		
Relationship to Candidate:	Father In Law	
Years Known:	26	

Referrals

How did you hear about employment with us?

Other: Personal Friend

Additional Information

I have graduated Islamabad Collage of Management and Design with a Masters Fine Arts and I have worked As a Fashion Designer in Islamabad for 3 years before started teaching arts and crafts to Childern in elementary and Middle school.

Disclosures

Contract Status

- * Are you currently under contract? No
- If Yes, which district?
- If Yes, when does it expire?
- When may your present employer be contacted?

Professional Status

- * Have you obtained tenure status in any other School District? No
- If Yes, where?
- If Yes, when?
- * Have you ever been denied tenure? No

If Yes, explain:

- * Have you ever had a teaching certificate or teaching license revoked or suspended? No

Waterbury Public Schools Online Application

Kanwal, Sibgha - AppNo: 10251

Date Submitted: 3/4/2017

Disclosures continued

If Yes, explain:

* Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment? No

If Yes, explain:

* Are you a relative of any board member, administrator, or supervisor who is currently serving the School District? No

Name:

Position:

Relationship:

* Can you perform all the essential job function(s) of the position(s) for which you are applying, with or without reasonable accommodation? Yes

List any accommodations:

Retiree Status

Connecticut law places certain restrictions on the employment of individuals who are collecting benefits from the State Teachers Retirement System.

If you are currently collecting such benefits, or have applied for such benefits, please indicate here: Yes

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse. Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your agreement with this form is your consent to the drug test.

* I agree Yes

Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records.

* Are you eligible to work in the United States? Yes

* Have you ever had any indicated finding of child abuse filed in your name? No

If yes, explain, giving dates:

Waterbury Public Schools Online Application

Kanwal, Sibgha - AppNo: 10251

Date Submitted: 3/4/2017

Legal Information continued

* Does your name appear on any Sex Offender Database in any state or country? No

Equal Opportunity Employer

Waterbury Public Schools is an Equal Opportunity Employer. Waterbury Public Schools ensures equal employment opportunities regardless of race, creed, gender, color, national origin, religion, age, sexual orientation or disability. Waterbury Public Schools has a policy of active recruitment of qualified minority teachers and non-certified employees. Any individual needing assistance in making application for any opening should contact the Department of Human Resources.

Applicant's Acknowledgment and Agreement

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

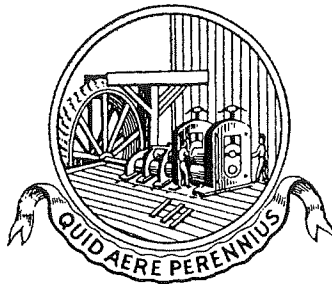
I, Sibgha Kanwal, agree to all of the terms above.

☒ I agree

Communications



Packet week ending: 5/9/17



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 28, 2017

Cindy Small
11 Gordon St.
Waterbury, CT 06710

Dear Ms. Small:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2016343) at \$16.36 per hour. Please contact Melissa Baldwin, Acting 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, May 11, 2017 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 May 12, 2017 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. 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
Dr. Ouellette, Supt. of Schools
Melissa Baldwin, Acting Director of Spec Educ

Press Release

May 4, 2017

Re: Mass Student Suspension at Wilby High School, Waterbury, CT

To: Dr. Kathleen Ouellette, Superintendent, Waterbury Public Schools; Waterbury Board of Education Commissioners; and Honorable Neil O'Leary, Mayor of the City of Waterbury

In a single day, despite there being no systematic evidence that suspensions help maintain a safe learning environment or deter future misbehavior, the Waterbury Public Schools chose to suspend 156 Wilby High School students for not adhering to dress code (American Psychological Association Zero Tolerance Task Force, 2008). Furthermore, research tells us that students who are suspended just one time are more likely to be incarcerated, arrested, to drop out of school, to be retained, to be suspended again, and are more prone to having lower academic performance than students who are not suspended (Arum & Beattie, 1999; Balfanz, Byrnes, & Fox, 2015; Bowditch, 1993; Fabelo et al., 2011; Marchbanks et al., 2015; and Shollenberger, 2015). A school climate policy that places discipline over academic performance is harmful and irresponsible. This paradigm accelerates the school-to-prison pipeline.

Today, we are acknowledging the urgent need to address the school climate at Wilby High School. On Friday, April 21, 2017, Wilby High School staff conducted a large coordinated sweep of its campus and rounded up over 150 students and suspended them for failing to adhere to the Waterbury Board of Education's dress code policy. The mass suspension of students at any school is problematic. In Wilby's case, this unthinkable action is symbolic of a greater institutional dilemma. Deepening this dilemma is the systemic overuse of suspensions to manage to student behavior at Wilby and across the district. Moreover, the well-known impacts of suspensions on individual students easily outweigh the need to police student behavior in a militaristic manner.

Waterbury schools suspend 25.7% of its middle school students, 34.6 % of its high school students; and 18.9 % of all of its students. Wilby suspended 49 % of all its students in 2015-16. Take for instance that the New Haven Public Schools had 995 school policy violations that led to a suspension. The New Haven Public Schools has 22,000 students. Wilby, a school with just 1100 students, reported 2276 school policy violations that led to a suspension. This is alarming. Considering the latest episode and reviewing the most recent discipline data for Wilby High School, we the undersigned recommend an immediate intervention. Therefore we ask the superintendent of schools, Dr. Kathleen Ouellette, and the Waterbury Board of Education to:

- Assign an independent body to investigate the mass suspension of students at Wilby High School that occurred on April 21, 2017.
- Implement a moratorium on school suspensions for dress code violations as well as for all Level 1 and 2 infractions at Wilby High School until the independent investigation is completed.
- Place school staff responsible for coordinating and carrying out the mass suspension of students on Administrative Leave until the independent investigation is completed.
- Require all recommended student suspensions at Wilby High School to be reviewed by the superintendent before suspension is finalized.

RACCE CT Bail Fund

Akia Callum
Post University Student and
Black Student Union President

Jamilah Jackson
Waterbury Parent

Chemay Morales-James
President, CEO My Reflection
Matters

Maybeth Morales-Davis
Waterbury Parent

Malisa Blasini
Founder of FreeTHEM
Foundation and Waterbury
Parent

Jacquee Porter
President & CEO of Save Girls on Fyer
and Waterbury Parent

Arlene Arias, LCSW, Ed.D
Co-Founder RACCE

Robert Goodrich
Co-Founder RACCE

Sana Shah
Education Advocate and
Outreach Director

Catherine John
Social Justice Activist and
Community Organizer

Bishop John Seldors
Clergy, Grandparent of Waterbury
Students, and Social Justice Activist

Amber Kelly
Professor and Social Justice Activist

Gwen Crenshaw, RN
Waterbury Parent

Vernon Matthews, Jr.
Waterbury Parent

Erica Cooper
Founder of Uplifting a Life and
Waterbury Parent

Tyrell Zimmerman
President and CEO ZIMMNATION

Wilby High School Suspension Data 2015-16

% of All Students Suspended	% of SPED Students Suspended	% of ELL Students Suspended	% of Black Students Suspended	% of Hispanic Students Suspended	% of White Students Suspended
49%	63%	43%	52%	49%	37.5%
18.9%	29%	21%	25%	19%	10.4%
7%	N/A	N/A	N/A	N/A	N/A



Data accessed via the Connecticut State Department of Education website: <http://ed.sdihi.ct.gov/SASPortal/main.do> 4/25/17

Carrie Swain

From: Danielle Albert <dnalbert1128@gmail.com>
Sent: Thursday, May 04, 2017 9:50 AM
To: Kathleen Ouellette; MICHELLE BAKER; Margaret O'Brien; MELISSA BALDWIN
Cc: JOHN THERIAULT; THOMAS VAN STONE SR.; JASON VAN STONE; KAREN HARVEY; Carrie Swain; CHARLES PAGANO; Eden Brown; FELIX RODRIGUEZ
Subject: TAG FOLLOW UP

Good Afternoon

I am writing to request a meeting to follow up with TAG. I last spoke with Barbara Bouley on March 16th and even though the program was moving forward I had hoped for some follow up.

I have seen Abigayle work very hard and enjoy the "pilot program" although she is still taking part in FOCUS with the "busywork". I recently reached out to Mrs Croce who is instructing TAG for a more thorough description of what the pilot curriculum includes and was referred to Mrs Baker.

With all due respect, the last thing we all need is another email thread.

When this pilot program took effect, It was my expectation that it would include a clear concise description of purpose, goals and activities to correlate with information I received from Melissa Baldwin last year. I understand this is a pilot, however the description shared at workshop was extremely broad.

I have given this time to work, however information I received as a parent was a bit haphazard, handwritten communication and an extensive parent survey that in order to be done correctly was extremely complicated even for me to complete.

In the meeting I would like to address the following;

- The future up and comers and those not included in this program with Abby that should be.
- The existence of the 2 programs. FOCUS and TAG
- The top 5% smarter balance testers. Has a wait list been created of them and have parents been notified?

Where is the moral obligation that Mr. Schwartz spoke of when this district is in danger of essentially losing 2 years worth of children?

Throughout the entire course of TAG development I have requested; to Mr Schwartz, the Superintendent, even via emails to the BOE to be part of the TAG district committee. In the workshop it was mentioned that 12 meetings had taken place. I have actively been advocating for TAG both in this city and on a state level and was extremely disappointed that I did not have an opportunity to be included. I can offer positive feedback with what I found is working for my own daughter; I can provide recommendations regarding the quality of what is being sent home to parents, and how the process might be improved from parent's perspective.

The school year is in the final semester and I do not want to see the same thing happen as did last year with the lack of follow through. We all want to see a quality program exist for our children. Although there have been strides forward in this process there is still room for constructive input and improvement.

Danielle