



^{#5} *Waterbury Public Schools*

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8019 ♦ Fax (203) 574-6703

Robert C. Brenker
Director of Personnel – Education

MEMORANDUM

TO: Board of Education

FROM: Robert C. Brenker, Director of Personnel-Education

SUBJECT: Proposed Agreement between the City of Waterbury, CT and Friar Associates Inc. for Design of Two Elevators and Resurfacing Parking Lots and Tennis Courts

DATE: September 19, 2016

Attached, for Board of Education (BOE) approval, is a copy of the Agreement between the City of Waterbury, CT and Friar Associates, Inc. for the design of two elevators (Chase and Sprague) and resurfacing of the tennis courts at Wilby and Crosby High Schools, and resurfacing the parking lots at Crosby/Wallace, Wilby/North End, Chase, and Wendell Cross Schools.

Friar Associates Inc. was selected as the lowest responsible bidder following a request for proposal solicitation (ITB#5430), by the Waterbury Purchasing Department. A total of nine (9) proposals were received, ranging from \$252,340.00 to \$129,352.00. A copy of the proposal tabulation is attached. The lowest responsible designer, Friar Associates Inc., submitted a proposal of \$129,352.00 and included all the services requested in the solicitation. We have had favorable experiences with this firm in the past. References were checked and came back with favorable responses. They performed work in the City of Waterbury at Carrington Elementary School with favorable results.

The total value of this agreement is \$129,352.00 (base bid of \$119,912.00 plus a contingency of \$9,440.00) and includes all the services requested in the RFP. The agreement services run for 240 days. The costs for this Agreement are funded by the State of Connecticut's School Alliance Grant Program.

I will be present at the September 29, 2016 meeting to address any questions you might have regarding this matter.

enclosures

cc: Linda Wihbey – Waterbury Corporation Counsel
File

**Agreement
RFP No. 5430
For
Architectural and Engineering
Design Services
For
Site Improvements and
Elevators Projects at Various Schools,
Between
The City of Waterbury, Connecticut
And
Friar Associates, Inc.**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Friar Associates, Inc., located at 281 Farmington Avenue, Farmington, CT 06032 a State of Connecticut duly registered domestic corporation (the "Firm").

WHEREAS, the Firm submitted a Proposals to the City responding to **RFP No. 5430** for **ENGINEERING DESIGN SERVICES**, For Elementary School Elevators Projects and Resurfacing Parking Lots and Tennis Courts Projects; and

WHEREAS, the City accepted the Firm's Proposal for **RFP No. 5430**; and subsequently negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Firm shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Firm shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of:

- 1.1.1. Designing an Elevator for Chase and Sprague Elementary Schools.
- 1.1.2. Tennis Court Replacement at Crosby High School and Wilby High School

1.1.3. Parking Lot and Driveway Improvements at Crosby High School/Wallace Middle School, Wilby High School/Northend Middle School, Chase Elementary School, Wendell Cross Elementary School.

as detailed and described in **Attachment A**, however, the Crosby High School Main Office Improvement is not included in the scope of work, and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof::

- i. RFP consisting of 20 pages, attached hereto
- ii. City's RFP Addendum No.1, dated June 9, 2016, consisting of 20 pages, attached hereto
- iii. Friar Response to City's RFP, consisting of 28 pages. attached hereto
- iv. Friar's Fee Proposal to RFP, dated June 14, 2016, not including Crosby High School Main office Improvements, consisting of 2 pages, attached hereto
- v. Additional Architectural/ Engineering Design Services /Additional Fees, dated July 17, 2016, consisting of 2 pages, attached hereto
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- vii. Certificates of Insurance
- viii. All applicable Federal, State and local statutes, regulations charter and ordinances (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:

- i. RFP 5430 dated May 16, 2016
- ii. City's RFP Addendum No. 1 dated June 9, 2016
- iii. Friar's Response and Friar's Fee Proposal to City's RFP dated June 14, 2016
- iv. Additional Architectural/ Engineering Design Services /Additional Fees, dated July 17, 2016

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

2.1. Representations regarding Personnel. The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Firm 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 Firm hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Firm and/or its employees be licensed, certified, registered, or otherwise qualified, the Firm and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Firm shall provide to the City a copy of the Firm's licenses, certifications, registrations, etc.

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

The Firm shall coordinate with O&G with regard to the coordination of work currently being performed at each facility.

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

3.2. Working Hours. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the

Firm, unless written permission is obtained from the City to work during other times. This condition shall not excuse Firm from timely performance under the Contract. The work schedule must be agreed upon by the City and the Firm.

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

3.4. Publicity. Firm 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 City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance.

3.5. Standard of Performance.

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

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

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

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

such items facilities, services or functions are included in this Contract and thereby warrants that:

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Firm shall deliver periodic, drawings, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Firm and/or delivered by the Firm during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by

the work and services described in subsection iii above, **(vi)** the Firm's declaration as to whether the entirety of the Firm's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the responsible individual of the firm.

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

3.9. Responses to Requests for Information. The Firm shall respond to Contractor requests for information (RFI's) within five (5) consecutive calendar days after receipt thereof.

4. Responsibilities of the City. Upon the City's receipt of Firm's written request for specific information, the City will provide the Firm with that information the City agrees is necessary and appropriate to the services to be performed by the Firm 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 Firm for the purpose of carrying out the services under this Contract.

5. Contract Time. The Firm shall complete all work and services required under this Contract within 365 consecutive calendar days of execution of this Contract by all parties hereto and in accordance with the following Project Milestones ("Contract Time"):

Project Milestone #1 - Design 3 months from time of this agreement

Project Milestone #2 - Construction Administration (duration of construction)

5.1. Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Firm further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Firm and City, that the Contract Time is reasonable for the completion of the Work. The Firm shall be subject to City imposed fines and/or penalties in the event the Firm breaches the foregoing dates.

6. Compensation. The City shall compensate the Firm for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The total fee payable to the Firm shall not exceed One Hundred and Twenty- Nine Thousand Three Hundred Fifty- Two Dollars (\$129,352.00). The total fee is comprised of an amount up to One Hundred Nineteen Thousand Nine Hundred Nine Hundred Twelve Dollars (\$119,912.00) for base services, and an amount up to Nine Thousand Four Hundred Forty Dollars (\$9,440.00) for contingency fees. All in accordance with the Firm's Response to City's RFP # 5430, the Firm's Fee Proposal, other than the fee for Main Office Improvements which is not being performed, dated

June 14, 2016, and the Additional Architectural/ Engineering Design Services /Additional Fees, dated July 17, 2016.

6.2 Contingency. At sole discretion and control of the City, the Contingency amount as set forth in Section 6.1 of this Contract shall be utilized for the payment to the Firm for additional work not covered by this contract and requested by the City in writing to be performed by the Firm.

6.3. Limitation of Payment. Compensation payable to the Firm is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Firm's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Firm's invoices shall describe the work, services, reports, plans, specifications, drawings, deliverables, etc. rendered and the compensation sought therefore in a form, and with detail and clarity, acceptable to the City.

6.3.1 The Firm 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 Firm, in an amount equaling the sum or sums of money the Firm and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Firm's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.4. Review of Work. The Firm shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Firm 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 Firm's demand for payment. The City shall not certify fees for payment to the Firm until the City has determined that the Firm has completed the work in accordance with the requirements of this Contract.

6.5. Qualifications Costs. All costs of the Firm in preparing its qualifications for RFP No. 5430 shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other contract.

6.6. Payment for Services, Materials, Employees. The Firm shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished to the City under this Contract. The Firm shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made,

the Firm shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.7. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Firm, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Firm has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Firm 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 Firm shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Firm for that item. Firm and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Firm shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Firm, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

9. Firm's Insurance.

9.1. The Firm shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Firm and such insurance has been approved by the City. The Firm shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Firm 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 Firm's obligation under this Contract, whether such obligations are the Firm's or subcontractor or person or entity directly or indirectly employed by said Firm or subcontractor, or by any person or entity for whose acts said Firm or subcontractor may be liable.

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

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

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

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

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

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

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **\$500,000.00**
EL Disease Each Employee **\$500,000.00**
EL Disease Policy Limit **\$500,000.00**

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

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

9.4.5 Professional Liability Insurance: **\$1,000,000.00** each claim and **\$1,000,000.00** aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

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

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

9.7. Certificates of Insurance: The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, O&G Industries and other City representative's as an additional insured and include a waiver of subrogation on all lines except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Firm executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education, their public officials, employees, Program Manager and any other person acting under, through or for them are listed as**

additional insured as their interests may appear are listed as additional insured to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability as their interest may appear". The Firm must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10.1. Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Firm's work and services shall be secured in advance and paid by the Firm. The Firm shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

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

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

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Firm 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 Firm agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. 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 Firm shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Firm agrees to send to each labor organization or representative of workers with which the Firm 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.

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

12.5. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the Contract is executed, and (2) 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.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Firm, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

13.2. 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 Firm. If this Contract is terminated by the City as provided herein, the Firm

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 Firm covered by this Contract, less payments of compensation previously made.

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

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Firm for the agreed to level of the products, services and functions to be provided by the Firm 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 Firm, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract, for cause, the Firm 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 equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Firm for such terminated products, unless payment is otherwise approved by the City prior to such termination. The Firm 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.

13.4.2 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 Firm 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 Firm 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 equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Firm 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 Firm may negotiate a mutually acceptable payment to the Firm for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Firm. The Firm may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Firm shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Firm will be compensated by the City for work performed prior to such termination date and the Firm shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination, 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, including but not limited to any contracts and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination, (i) the Firm 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 Firm for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Firm's reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services.

Nevertheless, the final Instruments of Professional Services, including, but not limited to architect, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

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

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

16.1. The Firm shall be as fully responsible to the City for the acts and omissions of the Firm's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Firm.

17. Assignability. The Firm 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 Firm from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

20. Interest of Firm. The Firm 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 Firm further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Firm's payment claim, or

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Firm, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Firm's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Firm and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 5430** and **(ii)** the Firm's qualifications responding to the aforementioned **RFP No. 5430**.

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

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Firm, 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:

Firm: Friar Associates, Inc.
281 Farmington Avenue
Farmington, CT 06032

City: City of Waterbury
c/o Department of Education/Inspectors Office

235 Grand Street
Waterbury, CT 0670

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

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the 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:

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

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Firm or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in

the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinance; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

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

32.10. The Firm hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City

of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

[Signature page follows.]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

FRIAR ASSOCIATES, INC.

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. RFP consisting of 20 pages, attached hereto
- ii. City's RFP Addendum No.1, dated June 9, 2016, consisting of 20 pages, attached hereto
- iii. Friar Response to City's RFP, consisting of 28 pages. attached hereto
- iv. Friar's Fee Proposal to RFP dated June 14, 2016, not including Crosby High School Main office Improvements, consisting of 2 pages, attached hereto
- v. Additional Architectural/ Engineering Design Services /Additional Fees, dated July 17, 2016, consisting of 2 pages, attached hereto
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- vii. Certificates of Insurance
- viii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

RFP 5430

Architectural/Engineering Services for the Alliance Grant

Bid Date/Time 6/14/2016 11:00

Evaluation 6/20/16

Firm	BSC Group	Milone & MacBroom	Martinez Couch & Associates	Stadia Engineering Associates	Silver Petrucelli	Friar	Hibbard & Rosa	Kaestle Boos Associates
SITework								
Scope 1: Sitework Total	123,530	129,635	158,576	112,816		67,752		146,850
ELEVATORS								
Scope 2: Elevators Total	-	-	-	-	88,452	61,600	98,670	105,490
Total both Elevators and Sitework						129,352		252,340

CMT, CAPT, AND SMARTER BALANCED RESULTS

9.29.16

Smarter Balanced Background

- The Smarter Balanced Assessment replaced the CMT/CAPT in Connecticut for math and English Language Arts/Literacy for grades 3-8
- The Smarter Balanced Assessment is designed to measure achievement of the CT Core Standards (CSS)
- 15 states participated in the Smarter Balanced Assessment this year, the second full year of implementation
- Administered entirely online and adaptive within each grade level
- Test taken March-June 2016

Smarter Balanced Background

- There were fundamental changes to the Smarter Balanced Assessment this year
 - ▣ The Smarter Balanced Assessment was NOT administered in grade 11; grade 11 participated in the new statewide CT-SAT
 - Removal of grade 11 affects comparisons for “all grades”
 - ▣ Elimination of the entire ELA Performance Task
 - ▣ Removal of the math Classroom Activity (conducted prior to the performance task)
 - ▣ Recently arrived ELs are INCLUDED in results reporting, except for accountability reports (prior results EXCLUDED EL exempt student scores)
 - ▣ Results are not entirely comparable to prior administrations

Smarter Balanced Background



- CSDE also required districts to report special programs separate from their schools for the first time. This change affects several district schools starting this year: Bucks Hill, Bunker Hill, Carrington, Chase, Duggan, Generali, Hopeville, Reed, Tinker, Wilson, North End, Wallace, and Enlightenment

Smarter Balanced Background

- Scale scores are used to determine which level a student's score falls into

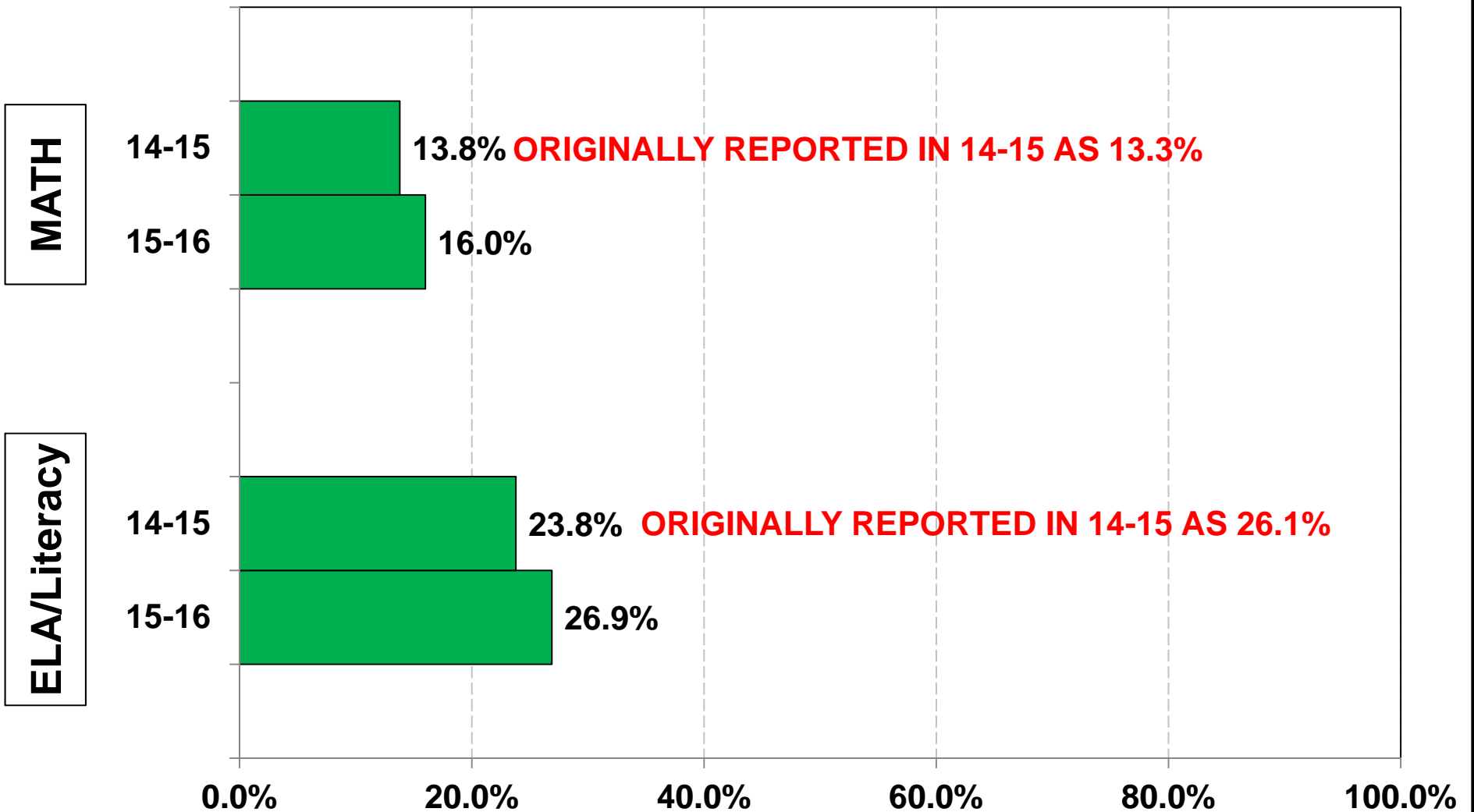
Achievement Level Scale Score Thresholds

		Level 4: Exceeds	Level 3: Meets	Level 2: Approaching	Level 1: Does Not Meet
ELA	3	2490-2623	2432-2489	2367-2431	2114-2366
	4	2533-2663	2473-2532	2416-2472	2131-2415
	5	2582-2701	2502-2581	2442-2501	2201-2441
	6	2618-2724	2531-2617	2457-2530	2210-2456
	7	2649-2745	2552-2648	2479-2551	2258-2478
	8	2668-2769	2567-2667	2487-2566	2288-2486
Math	3	2501-2621	2436-2500	2381-2435	2189-2380
	4	2549-2659	2485-2548	2411-2484	2204-2410
	5	2579-2700	2528-2578	2455-2527	2219-2454
	6	2610-2748	2552-2609	2473-2551	2235-2472
	7	2635-2778	2567-2634	2484-2566	2250-2483
	8	2653-2802	2586-2652	2504-2585	2265-2503

SMARTER BALANCED

District – All Grades

Percentage of Students Meeting or Exceeding the Achievement Level



Smarter Balanced District Comparisons

District	ELA % Meets/ Exceeds	Change from Prior Year	Math % Meets/ Exceeds	Change from Prior Year
Bridgeport	22.6%	+1.6%	9.9%	+0.7%
Hartford	25.8%	+0.6%	15.9%	+1.8%
New Britain	22.3%	+1.2%	12.6%	-1.8%
New Haven	32.1%	+5.0%	18.5%	+4.9%
Waterbury	26.9%	+3.1%	16.0%	+2.2%

Smarter Balanced School Results
2015-2016

	ELA % Meets/ Exceeds	Change from Prior Year	Math % Meets/ Exceeds	Change from Prior Year
Bucks Hill	18.3%	1.4%	7.2%	1.4%
Bunker Hill	26.5%	2.7%	17.0%	4.4%
H. S. Chase	23.0%	3.1%	19.4%	7.3%
Wendell L. Cross	36.7%	-7.3%	22.5%	1.2%
Driggs	18.0%	3.2%	9.0%	-0.6%
Margaret M. Generali	37.9%	7.4%	21.9%	2.4%
Hopeville	17.3%	3.9%	12.5%	3.5%
F. J. Kingsbury	38.2%	8.4%	30.1%	12.2%
Duggan	33.3%	9.3%	21.1%	8.6%
Sprague	14.5%	1.7%	10.9%	4.5%
B. W. Tinker	36.5%	1.5%	30.9%	1.8%
Walsh	16.4%	9.2%	10.6%	7.4%
Washington	26.4%	-0.5%	16.4%	-1.1%
Gilmartin	26.3%	8.1%	11.8%	3.5%
Carrington	31.4%	2.5%	24.3%	3.7%
Regan	39.0%	15.0%	31.9%	12.4%
Maloney Interdistrict Magnet	41.0%	-4.2%	31.1%	-1.0%
Woodrow Wilson	29.1%	10.1%	15.5%	0.7%
Rotella Interdistrict Magnet	56.5%	-4.9%	44.6%	2.8%
Reed	26.2%	-1.7%	16.6%	-0.1%
Waterbury Arts Magnet	48.9%	-4.0%	23.7%	-3.2%
Michael F. Wallace	23.8%	3.9%	11.2%	0.2%
West Side	21.2%	6.4%	10.4%	2.0%
North End	21.1%	4.2%	5.4%	-1.1%

CMT/CAPT Background

- Grade 5, 8, and 10 students
- Test taken March 2016
- CSDE required districts to report special programs separate from their schools for the first time. This change affects several district schools starting this year: Bucks Hill, Bunker Hill, Carrington, Chase, Duggan, Generali, Hopeville, Reed, Tinker, Wilson, North End, Wallace, Crosby, Wilby, and Enlightenment
- Recently arrived ELs are INCLUDED in results reporting, except for accountability reports (prior results EXCLUDED EL exempt student scores)
- Results are not entirely comparable to prior administrations

CMT/CAPT Background

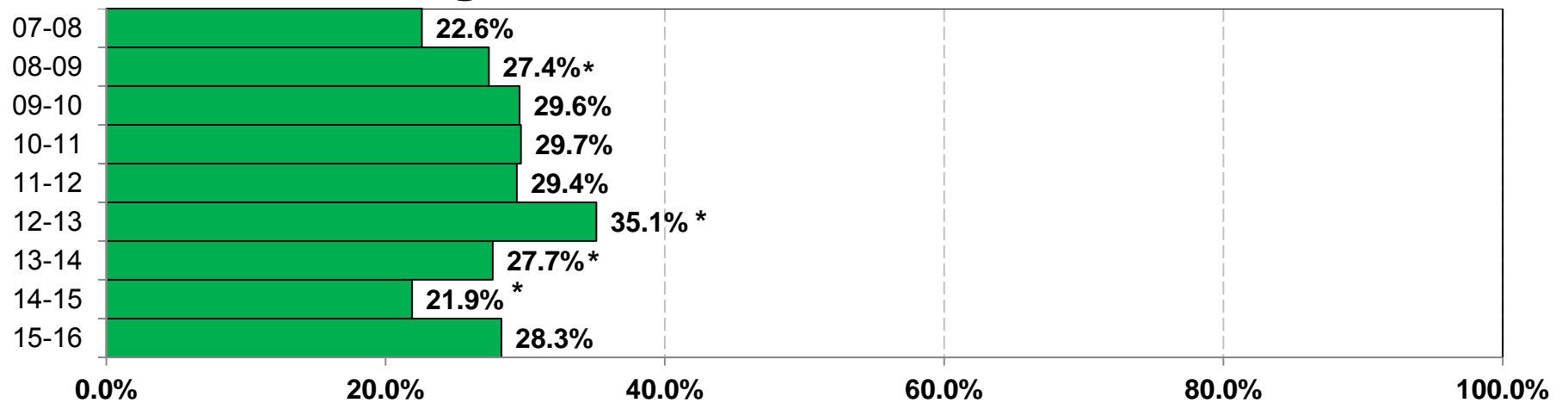
- Scale scores are used to determine which level a student's score falls into

Achievement Level Scale Score Thresholds

		Level 5: Advanced	Level 4: Goal	Level 3: Proficient	Level 2: Basic	Level 1: Below Basic
Science	5	300-400	248-299	213-247	188-212	100-187
	8	299-400	244-298	221-243	202-220	100-201
	10	295-400	265-294	215-264	190-214	100-189

Connecticut Mastery Test District – SCIENCE Grade 5

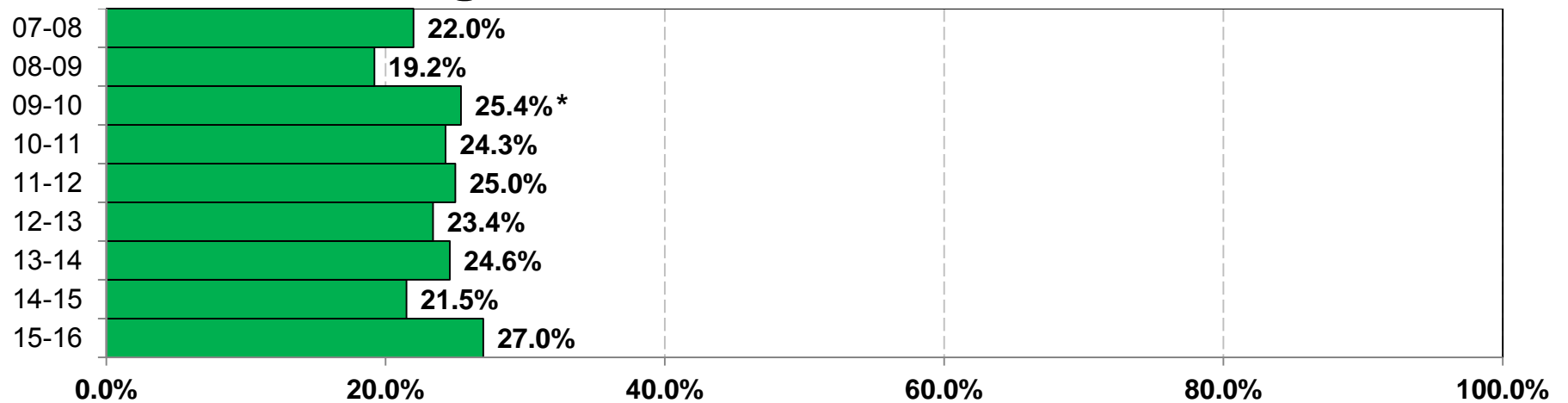
Percentage of Students At or Above Goal



*Statistically significant compared to prior year when $\alpha = .05$

Connecticut Mastery Test District – SCIENCE Grade 8

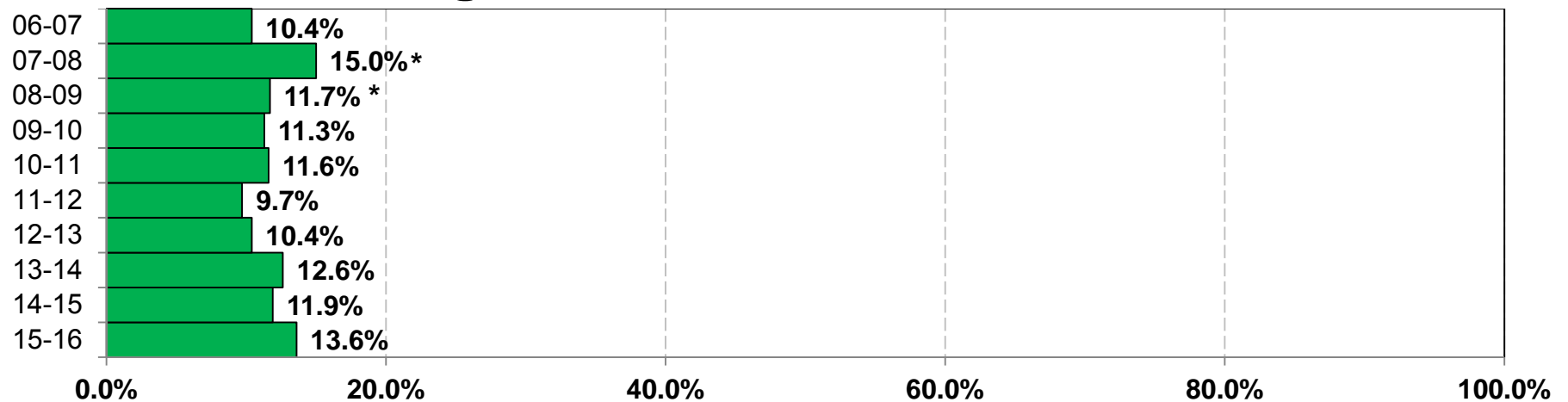
Percentage of Students At or Above Goal



*Statistically significant compared to prior year when $\alpha = .05$

Connecticut Academic Performance Test District – SCIENCE Grade 10

Percentage of Students At or Above Goal



*Statistically significant compared to prior year when $\alpha = .05$

CMT District Comparisons

District	Grade 5 Science % At/Above Goal	Change from Prior Year	Grade 8 Science % At/Above Goal	Change from Prior Year
Bridgeport	19.6%	+2.7%	21.3%	+1.2%
Hartford	30.2%	+4.1%	27.9%	-4.2%
New Britain	23.4%	+3.4%	24.3%	+3.7%
New Haven	25.0%	-7.7%	27.8%	+4.8%
Waterbury	28.3%	+6.4%	27.0%	+5.5%

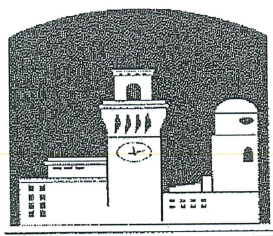
CAPT District Comparisons

District	Science % At/Above Goal	Change from Prior Year
Bridgeport	16.7%	+6.0%
Hartford	20.4%	+3.7%
New Britain	13.5%	+2.8%
New Haven	20.4%	+2.6%
Waterbury	13.6%	+1.7%

**Connecticut Mastery Test/Connecticut Academic Performance Test Results
2015-2016**

	Grade 5		Grade 8		Grade 10	
	Science % At/Above Goal	Change from Prior Year	Science % At/Above Goal	Change from Prior Year	Science % At/Above Goal	Change from Prior Year
Bucks Hill	11.5%	7.4%				
Bunker Hill	22.2%	7.0%				
H. S. Chase	20.3%	3.6%				
Wendell L. Cross	45.0%	1.4%				
Driggs	16.5%	5.0%				
Margaret M. Generali	41.1%	14.7%				
Hopeville	21.6%	7.5%				
F. J. Kingsbury	46.3%	28.0%				
Duggan	35.2%	6.1%	28.9%	12.6%		
Sprague	15.8%	4.5%				
B. W. Tinker	30.2%	0.3%				
Walsh	9.0%	0.9%				
Washington	20.0%	9.1%				
Gilmartin	12.5%	-6.7%	25.5%	2.6%		
Carrington	34.9%	11.8%	38.5%			
Regan	32.7%	15.1%				
Maloney Interdistrict Magnet	50.0%	-1.8%				
Woodrow Wilson	29.2%	21.7%				
Rotella Interdistrict Magnet	55.2%	6.2%				
Reed	25.5%	13.9%	11.1%	-12.9%		
Waterbury Arts Magnet			55.1%	14.2%	28.6%	2.7%
Michael F. Wallace			24.8%	0.2%		
West Side			25.7%	7.8%		
North End			23.6%	5.2%		
Crosby					5.8%	-3.6%
Wilby					6.2%	-0.5%
John F. Kennedy					9.7%	-0.1%
Waterbury Career Academy					29.9%	10.7%

#8



WATERBURY Public Schools

Today's Students, Tomorrow's Leaders

Wendy A. Owen

Director of Special Education & Pupil Services

Special Education Department

236 Grand St. 2nd floor

Waterbury, CT 06702

203-574-8017

wowen@waterbury.k12.ct.us

September 26, 2016

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

And

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

Re: Contract between City of Waterbury and Easter Seal Rehabilitation Center
of Greater Waterbury, Inc. (Easter Seals)

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Easter Seal Rehabilitation Center of Greater Waterbury, Inc. (Easter Seals) for the provision of a Board Certified Behavior Analyst. The term of the contract is for one year with the City's option to renew the contract yearly for an additional two years set forth as follows:

i. For July 1, 2016- June 30, 2017, an amount not to exceed One Hundred Fourteen Thousand Three Hundred Seven Dollars (\$ 114,307.00);

For option years:

ii. For July 1, 2017 - June 30, 2018, an amount not to exceed One Hundred Nineteen Thousand Eight Hundred Sixty-Nine Dollars and ten cents (\$119,869.10);

iii For July 1, 2018 –June 30, 2019, an amount not to exceed One Hundred Twenty-Two Thousand Five Hundred Dollars and Thirty Cents (\$122,500.30).

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA) are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department did elect to undertake the process for a larger contract which included bid requests for the costs of a Board Certified Behavior Analyst (BCBA). The results of the bid enabled the department to save money and hire an additional BCBA (this contract) from the successful bidder Easter Seal Rehabilitation Center of Greater Waterbury Inc.

This contract is paid for by IDEA Grant funds and the tax clearance has been granted. I respectfully request that the contract with Easter Seal for a Board Certified Behavior Analyst be approved.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wendy A. Owen", written in dark ink.

Wendy A. Owen

Enc. contract

PROFESSIONAL SERVICE AGREEMENT

For

Board Certified Behavior Analyst

between

The City of Waterbury, Connecticut

and

Easter Seal Rehabilitation Center of Greater Waterbury, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Easter Seal Rehabilitation Center of Greater Waterbury, Inc. at 22 Tompkins Street, Waterbury, Connecticut 06708, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the City is in need of a licensed Board Certified Behavior Analyst to provide services to Waterbury Public School children with disabilities and behavioral needs and other related services ; and

WHEREAS, the Contractor is willing to provide said services to the City; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, monitoring and oversight of student programs, development of Individual Educational Plan goals and objectives, modification of instructional and behavioral support plans with educational staff, provision of collaborative work efforts with school staff and administration, conducting assessments as directed, and provision of other services as directed and 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 of the above labor and services, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of the provision of one (1) Board Certified Behavior Analyst to provide services to Waterbury Public School children between the ages of three to twenty-one (3-21), with disabilities and behavioral needs and other related services in accordance with each individual child's Individual Education Plan (I.E.P). The Project also consists of the labor, services, monitoring and oversight of student programs, development of Individual Educational Plan goals and objectives, modification of instructional and behavioral support plans with educational staff, provision of collaborative work efforts with school staff and administration, conducting assessments as directed, and provision of other services as directed as more particularly detailed

and described 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 are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. Scope of Services, consisting as one page
- ii. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- iii. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto as part of Contractor's Response)
- iv. Certificates of Insurance (attached hereto)
- v. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- vi. All licenses. (Incorporated by reference)

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on 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:

- i. This Contract
- ii. Scope of Services

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, 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 these.

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. The Contractor shall provide a Board Certified Behavior Analyst (BCBA) that is currently licensed and certified as required by the state and federal law and by the Board governing behavior analysts. The BCBA must have a minimum of a master's degree in relevant field from an accredited institution (a doctorate is preferred), advanced training, extensive knowledge and experience in ABA theory and practice working with students with disabilities in a school setting. The BCBA must have experience supervising behavior therapists and other school staff providing behavioral therapy services and overseeing student programs.

Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services

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

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

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

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

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

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

3.5. Standard of Performance. All labor, services, materials, reports, plans, documents, deliverables, and incidentals shall conform in all respects with the requirements of all this Contract, and shall be of the highest professional standards. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

3.8 Confidentiality/FERPA. The 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 Board of Education and State Department of Education, as well as any policies, ordinances, rules

and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. The Contractor shall further ensure that the all social work interns 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 and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.8.1 Any and all materials contained in a City of Waterbury students' file that are entrusted to the 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 the Contractors shall be used solely for the purposes of providing services under this agreement.

3.8.2 The Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. §99). The 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, the Contractor or Sub-contractor has no authority to make disclosures of any information from education records.

3.9. Criminal Background Checks. The Consultant 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. The Consultant further warrants and represents that it has conducted a state and federal criminal history records check and DCF Registry check of each individual and no violations have been reported. The Consultant represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service 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.

5. Contract Time. The term of this Contract shall commence on July 1, 2016 and shall terminate on June 30, 2017. The City, at its sole option, may extend the term of this contract for two additional years upon the same terms and conditions set forth herein. The first option

period shall commence on July 1, 2017 and shall terminate on June 30, 2018. The second option period shall commence on July 1, 2018 and shall terminate on June 30, 2019. The work and services, as provided under this contract, shall be provided for 182 days during the school year and up to 20 days during the summer months. ("Contract Time"):

5.1. Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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.

6.1. The fee payable to the Contractor shall not exceed **One Hundred Fourteen Thousand Three Hundred Seven Dollars (\$114,307.00)** for the term of this contract from July 1, 2016 to June 30, 2017.

6.2 Option Years: The City shall pay to the Contractor, upon the exercise by the City of its option to extend this contract, the following:

- i. Option Number 1, from July 1, 2017- June 30, 2018, the City shall pay an amount not to exceed **One Hundred Nineteen Thousand Eight Hundred Sixty-Nine Dollars and Ten Cents (\$119,869.10).**
- ii. Option Number 2- July 1, 2018- June 30, 2019 The City shall pay an amount not to exceed **One Hundred Twenty-Two Thousand Five Hundred Dollars and Thirty Cents (\$122,500.30).**

6.3. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.3.1 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 becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.4. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. 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. The City shall not certify fees for payment to the Contractor until the City has determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. This section intentionally left blank.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or 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 Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation

or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 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 that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, 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.

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

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

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

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

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

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

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

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

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

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

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

9.4.4 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.

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim. **\$1,000,000.00** aggregate limit

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

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each claim. **\$1,000,000.00** aggregate limit

9.5. 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.

9.6. 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.

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under 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. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. 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 ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon 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 pricing contained in this Contract does not include the amount payable for said taxes.

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

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

10.3.2 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.

11. 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.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, 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.

12. This section intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Contractor, 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 giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by 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.

13.1.2 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.

13.2. 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.

13.3. 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 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 in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

13.3.2 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) calendar 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.

13.3.3 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.

13.4. Rights Upon Cancellation of Termination.

13.4.1 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 documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor 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 documents, data, studies, reports, specifications, deliverables, etc. 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 agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, 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 documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). 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 Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay 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).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional

Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared under this Contract shall become the property of the City upon City payment to the Contractor and the City reserves the right to use the Instruments of Professional Services.

15. 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:

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

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

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

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, 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 work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

17. 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.

18. 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.

19. This section intentionally left blank.

20. 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.

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

22. 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. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and 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, the historical documents are (i) the Contract and (ii) the Scope of Services.

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

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

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

28. Binding Agreement. 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.

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or 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: Easter Seal Rehabilitation Center of Greater Waterbury,
Inc.
22 Tompkins Street
Waterbury, CT 06708

City: City of Waterbury
c/o Department of Special Education
236 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime 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.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. 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.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and

has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. 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.

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. 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.

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

[Signature page follows.]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**EASTER SEAL REHABILITATION CENTER
OF GREATER WATERBURY, INC.**

By: _____
Loraine C. Shea, President

Date: _____

ATTACHMENT A

- i. Scope of Services consisting as one page
- ii. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- iii.. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto as part of Contractor's Response)
- iv. Certificates of Insurance (attached hereto)
- v. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- vi. All licenses. (Incorporated by reference)

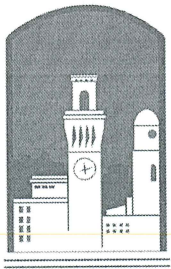
ATTACHMENT A

Scope of Services

1. Easter Seal Rehabilitation Center of Greater Waterbury, Inc. will provide the services of one fulltime Board Certified Behavior Analyst (BCBA) with the qualifications set forth above who will provide supervision, training and related services as requested by the Department of Special Education and Pupil Services of the Waterbury Public Schools for students with disabilities, pre-K through Grade 12. Services shall be provided for 7.5 hours per day for 182 days during the school year, and 6 hours per day for 20 days during the summer months.
2. The Board Certified Behavioral Analyst shall have the following duties and responsibilities: oversee and monitor student programs, develop appropriate Individual Education Plan goals and objectives for students, modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on-site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school staff as needed, upload reports and other documents on District's web-based IEP system, give parent training and support and provide other related work as directed by the Department of Special Education and Pupil Personnel of the Waterbury public schools.
3. Easter Seal Rehabilitation Center of Greater Waterbury, Inc. shall maintain detailed records of all of the services it provides and will have its staff prepare reports on their services as required by the Department of Special Education of Pupil Services and shall require all staff to utilize the District's web-based Individual Education Plan (IEP) system. The District will provide training on the web based IEP system. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.
4. Easter Seal Rehabilitation Center of Greater Waterbury, Inc. shall require its staff to provide to the District all required Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services and its rules and regulations.
5. Easter Seal Rehabilitation Center of Greater Waterbury, Inc. shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.

ATTACHMENT A

Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Included as
part of Contractor's Response)
Certificates of Insurance



WATERBURY Public Schools

Today's Students, Tomorrow's Leaders

#9

Robert C. Brenker
Director of Personnel
Waterbury Public Schools

236 Grand St., 3rd Floor
Waterbury, CT 06702
Phone: 203-597-3433 Fax: 203-574-6703
rbrenker@waterbury.k12.ct.us

September 26, 2016

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

And

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

Re: Contract between City of Waterbury and Ambassador Wheelchair Services, Inc.

Dear Honorable Commissioners and Aldermen:

The Department of Education requests your approval of a contract with Ambassador Wheelchair Services, Inc. for the provision of transportation services for medically fragile students in the Waterbury Public Schools. The term of the contract is for three years set forth as follows:

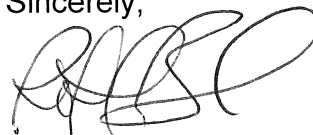
- i. For September 1, 2016 - August 31, 2017, an amount not to exceed Five Hundred Eleven thousand Nine Hundred Forty Dollars (\$511,940);
- ii. For September 1, 2017 - August 31, 2018, an amount not to exceed Five Hundred Twenty Thousand Three Hundred Dollars (\$520,300);
- iii. For September 1, 2018 - August 31, 2019, an amount not to exceed Five Hundred Thirty Four Thousand Six Hundred Dollars (\$534,600).

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department did elect to undertake the process for this large contract which included an Invitation to Bid for the costs of the different kinds of transportation needed by the District for medically fragile students.

Three companies responded to the bid, Connecticut Transportation Solutions LLC, Ambassador, and Champion Ambulance Services. Connecticut Transportation and Ambassador were the only two bidders on the invalid coach and livery services. They did not bid on ambulance transport. Only Champion bid on ambulance transport which is not a subject of this contract. Attached is a summary of the bids from purchasing.

The District does not have any students who currently need ambulance transportation. Based on the invalid coach and medical livery pricing and the District needs, Ambassador was chosen as the successful bidder. This contract is paid for by general funds and the tax clearance is being obtained. The Department has used Ambassador in the past and is pleased with the services it provides. I respectfully request that the contract with Ambassador Wheelchair Services, Inc. be approved.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Brenker', written over a horizontal line.

Robert C. Brenker

attachment

BID FOR TRANSPORT FOR MEDICALLY FRAGILE STUDENTS OR STUDENTS W/ DISABILITIES BID 5535

2016-2017

INVALID COACH OR WHEELCHAIR VAN
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

AMBULANCE
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

MEDICAL LIVERY
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

CT TRANSPORTATION SOLUTIONS	AMBASSADOR WHEELCHAIR	CAMPION AMBULANCE
\$ 160.00	\$ 120.00	\$ 160.00
\$ 80.00	\$ 60.00	\$ 80.00
\$ 210.00	\$ 210.00	\$ 220.00
\$ 105.00	\$ 105.00	\$ 110.00
NO BID	NO BID	\$ 430.00
NO BID	NO BID	\$ 215.00
NO BID	NO BID	\$ 700.00
NO BID	NO BID	\$ 350.00
\$ 120.00	\$ 60.00	NO BID
\$ 60.00	\$ 30.00	NO BID
\$ 150.00	\$ 187.00	NO BID
\$ 75.00	\$ 95.00	NO BID

2017-2018

INVALID COACH OR WHEELCHAIR VAN
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

AMBULANCE
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

MEDICAL LIVERY
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

CT TRANSPORTATION SOLUTIONS	AMBASSADOR WHEELCHAIR	CAMPION AMBULANCE
\$ 180.00	\$ 123.00	\$ 164.00
\$ 90.00	\$ 60.00	\$ 82.00
\$ 230.00	\$ 215.00	\$ 226.00
\$ 115.00	\$ 108.00	\$ 113.00
NO BID	NO BID	\$ 438.00
NO BID	NO BID	\$ 219.00
NO BID	NO BID	\$ 714.00
NO BID	NO BID	\$ 367.00
\$ 140.00	\$ 60.00	NO BID
\$ 70.00	\$ 30.00	NO BID
\$ 170.00	\$ 190.00	NO BID
\$ 85.00	\$ 95.00	NO BID

2018-2019

INVALID COACH OR WHEELCHAIR VAN
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

AMBULANCE
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

MEDICAL LIVERY
IN DISTRICT
ROUND TRIP
ONE WAY

OUT OF DISTRICT
ROUND TRIP
ONE WAY

CT TRANSPORTATION SOLUTIONS	AMBASSADOR WHEELCHAIR	CAMPION AMBULANCE
\$ 200.00	\$ 126.00	\$ 168.00
\$ 100.00	\$ 63.00	\$ 84.00
\$ 250.00	\$ 220.00	\$ 230.00
\$ 125.00	\$ 110.00	\$ 115.00
NO BID	NO BID	\$ 446.00
NO BID	NO BID	\$ 223.00
NO BID	NO BID	\$ 728.00
NO BID	NO BID	\$ 364.00
\$ 150.00	\$ 65.00	NO BID
\$ 80.00	\$ 33.00	NO BID
\$ 190.00	\$ 195.00	NO BID
\$ 95.00	\$ 98.00	NO BID

AGREEMENT
RFP No. 5535
for
Transportation for Medically Fragile Students and/or Students with
Disabilities for Waterbury Public Schools
between
The City of Waterbury, Connecticut
and
Ambassador Wheelchair Services, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and AMBASSADOR WHEELCHAIR SERVICES, INC., located at 5 Glastonbury Avenue, Rocky Hill, CT 06067, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 5535** for Transportation Services for Medically fragile students for the Waterbury Public Schools ; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 5535**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of the transportation of medically fragile and/or disabled students within the boundaries of the City of Waterbury, and out of district transportation to Waterbury and from Waterbury to locations outside of the district, on a daily basis based upon the school calendar and extended day and year calendar, as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are

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

- i. City of Waterbury Invitation to Bid Number 5535, excluding sample contract and Contractor compliance package, consisting of 14 pages
- ii. Contractor's response to City of Waterbury Invitation to Bid Number 5535, consisting of 21 pages
- iii. City of Waterbury Invitation to Bid Number 5535 Addenda #1, dated July 13, 2016, consisting of 2 pages
- iv. Scope of Services, consisting of 2 pages
- v. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- vii. Certificates of Insurance
- viii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- ix. All licenses.

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:

- i. This Contract
- ii. City of Waterbury Invitation to Bid Number 5535
- iii. Scope of Services

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, 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 these.

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

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

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

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

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from

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

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor

shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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

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

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

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

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

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

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

4. **Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service 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.

5. **Contract Time.** The Contractor shall commence all work and services required under this Contract on September 1, 2016 and shall complete all work and services required under this Contract on August 31, 2019. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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.

6.1. **Fee Schedule.** The fee payable to the Contractor shall not exceed **ONE MILLION FIVE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FORTY DOLLARS and 00/100 CENTS (\$1,566,840.00)** and shall be in accordance with Contractor's proposal, dated July 13, 2016 as more particularly set forth below and in Attachment A:

i. School Year September 1, 2016 - August 31, 2017: fee payable to the Contractor shall be in an amount not to exceed **FIVE HUNDRED ELEVEN THOUSAND NINE HUNDRED FORTY DOLLARS and 00/100 CENTS (\$511,940.00)** as set forth below:

- a. In-District Pricing/Per Vehicle 2016-2017
 - 1. Invalid Coach or Wheelchair Van, One-Way \$60.00
 - 2. Medical Livery, One-Way \$30.00
 - 3. Invalid Coach or Wheelchair Van, Round Trip \$120.00
 - 4. Medical Livery, Round Trip \$60.00
- b. Out of District Pricing/Per Vehicle 2016-2017
 - 1. Invalid Coach or Wheelchair Van, One-Way \$105.00
 - 2. Medical Livery, One-Way \$95.00
 - 3. Invalid Coach or Wheelchair Van, Round Trip \$210.00
 - 4. Medical Livery, Round Trip \$187.00

- ii. School Year September 1, 2017 - August 31, 2018: fee payable to the Contractor shall be in an amount not to exceed **FIVE HUNDRED TWENTY THOUSAND THREE HUNDRED DOLLARS and 00/100 CENTS (\$520,300.00)** as set forth below:

- a. In-District Pricing/Per Vehicle 2017-2018
- | | |
|--|----------|
| 1. Invalid Coach or Wheelchair Van, One-Way | \$60.00 |
| 2. Medical Livery, One-Way | \$30.00 |
| 3. Invalid Coach or Wheelchair Van, Round Trip | \$123.00 |
| 4. Medical Livery, Round Trip | \$60.00 |
- b. Out of District Pricing 2017-2018
- | | |
|--|----------|
| 1. Invalid Coach or Wheelchair Van, One-Way | \$108.00 |
| 2. Medical Livery, One-Way | \$95.00 |
| 3. Invalid Coach or Wheelchair Van, Round Trip | \$215.00 |
| 4. Medical Livery, Round Trip | \$190.00 |

- iii. School Year September 1, 2018- August 31, 2019: fee payable to the Contractor shall be in an amount not to exceed **FIVE HUNDRED THIRTY – FOUR THOUSAND SIX HUNDRED DOLLARS and 00/100 CENTS (\$534,600.00)** as set forth below:

- a. In-District Pricing/Per Vehicle 2018-2019
- | | |
|--|----------|
| 1. Invalid Coach or Wheelchair Van, One-Way | \$63.00 |
| 2. Medical Livery, One-Way | \$33.00 |
| 3. Invalid Coach or Wheelchair Van, Round Trip | \$126.00 |
| 4. Medical Livery, Round Trip | \$65.00 |
- b. Out of District Pricing /Per Vehicle 2018-2019
- | | |
|--|----------|
| 1. Invalid Coach or Wheelchair Van, One-Way | \$110.00 |
| 2. Medical Livery, One-Way | \$98.00 |
| 3. Invalid Coach or Wheelchair Van, Round Trip | \$220.00 |
| 4. Medical Livery, Round Trip | \$195.00 |

6.2. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 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 becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. 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. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 5535 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 Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as 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.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (ii) are caused in whole or in part by any willful or negligent act or omission of the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 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 that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, 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.

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

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

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

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

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

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

EL Each Accident \$500,000.00
EL Disease Each Employee \$500,000.00
EL Disease Policy Limit \$500,000.00

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

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$3,000,000.00 Each Occurrence and \$3,000,000.00 Aggregate.

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim.

\$1,000,000.00 aggregate limit

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

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000 per Occurrence/Claim, \$1,000,000.00 Aggregate.

9.5. 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.

9.6. 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.

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and Board of Education are listed as additional insured and provide a waiver of subrogation on all lines of coverage except Workers Compensation and Professional 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. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation and be written on an Occurrence basis"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. 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 Act*; *Copeland Anti-Kickback Act*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *Davis-Bacon Act* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *Housing and Community Development Act of 1974*, as amended; Title 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon 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 proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

10.3.2 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.

11. 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.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, 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.

12. 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"):

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Contractor, 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 giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by 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.

13.1.2 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.

13.2. 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.

13.3. 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 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 in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 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) calendar 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.

13.3.3 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.

13.4. Rights Upon Cancellation of Termination.

13.4.1 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 documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor 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 documents, data, studies, reports, specifications, deliverables, etc. 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 agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, 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 documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). 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 Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay 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).

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

15. Force Majeure. 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:

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

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

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

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, 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 work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

17. 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.

18. 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.

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

20. Interest of 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.

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

22. 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. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and 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, the historical documents are (i) the City's aforementioned RFP No. 5535 and (ii) the Contractor's proposal responding to the aforementioned RFP No. 5535.

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

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

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

28. Binding Agreement. 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.

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or 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: Ambassador Wheelchair Services, Inc.
5 Glastonbury Avenue,
Rocky Hill, CT 06067

City: City of Waterbury
c/o Department of Education, Director of Personnel
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime 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.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has

not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. 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.

32.10. 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: [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics and Conflicts Of Interest"]].

32.11. 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.

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. 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.

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

[Signature page follows.]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

AMBASSADOR WHEELCHAIR SERVICES,
INC.

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury Invitation to Bid Number 5535, excluding sample contract and Contractor compliance package, consisting of 14 pages
- ii. Contractor's response to City of Waterbury Invitation to Bid Number 5535, consisting of 21 pages
- iii. City of Waterbury Invitation to Bid Number 5535 Addenda #1, dated July 13, 2016, consisting of 2 pages
- iv. Scope of Services, consisting of 2 pages
- v. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- vii. Certificates of Insurance
- viii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- ix. All licenses.

THE CITY OF WATERBURY

TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS
AND/OR STUDENTS WITH DISABILITIES
FOR WATERBURY PUBLIC SCHOOLS

INVITATION TO BID #5535

Sealed Bids for Transportation Services for Medically Fragile Students for the Waterbury Public Schools will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until 11:30 a.m. on July 19, 2016 and at that time and place will be publicly opened and read aloud. No bids will be received after 11:30 a.m. on the day the bids are to be opened.

The Work consist(s) of: round trip transportation services and the furnishing of equipment, training and personnel specific to perform the required transportation of medically fragile and/or disabled students within the boundaries of Waterbury, out of district to Waterbury and from Waterbury to locations out of district. Transportation is needed daily on all school calendar days, including any extended day or year schedule. This may include invalid coaches or wheelchair vans or medical livery services as the needs of the specific student(s) may require. **Bidders can bid on one or more of the described types of vehicles to transport medically fragile students.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title "Transportation Services for medically fragile students for Waterbury Public Schools" and shall contain the name and address of the Bidder on the envelope.

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

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award. Contact Rocco Orso, Director of Purchasing, at 203-574-6747 for further information.

END OF SECTION

THE CITY OF WATERBURY
TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS
AND/OR STUDENTS WITH DISABILITIES
FOR WATERBURY PUBLIC SCHOOLS

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THE CITY OF WATERBURY

TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS AND/OR STUDENTS WITH DISABILITIES FOR WATERBURY PUBLIC SCHOOLS

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

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

ARTICLE 2. COPIES OF BID DOCUMENTS

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

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

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

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by July 11, 2016 by 2:00 p.m.
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than July 13, 2016 at 2:00 p.m. Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

5.1 NOT APPLICABLE

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
-
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, four (4) **paper copies**, as well as a copy of the original Bid in pdf format on a CD or flash drive, Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copies of the bid may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

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

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.
- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.

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

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

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

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

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

ARTICLE 11. ACCESS TO SITE

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

ARTICLE 12. SALES TAX

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

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 13.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**13.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate; \$2,000,000.00 Products/Completed Operations
Aggregate**

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

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

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance,

operation, use or loading and unloading of any auto including hired & non-owned autos.

13.4.3 Workers' Compensation: Statutory Limits within the State of

Connecticut: Employer Liability (EL):

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

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

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

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

13.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** each occurrence; **\$3,000,000.00** Aggregate.

13.4.5 Professional Liability Insurance: Professional liability (also known as errors and omissions) insurance providing coverage to the Consultant/Vendor. **\$1,000,000.00** each Occurrence; **\$1,000,000.00** Aggregate.

13.4.6 Sexual Abuse/Molestation Liability Insurance: **\$1,000,000.00** per occurrence, **\$1,000,000.00** Aggregate.

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

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

13.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and Waterbury Board of Education 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 Waterbury Board of Education" are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear**". The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty

(30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

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

ARTICLE 15. BID DOCUMENTS.

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

ARTICLE 16. Federal, State and Local Employment Requirements.

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

- 16.2 Not Applicable.

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

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

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

END OF SECTION

THE CITY OF WATERBURY
TRANSPORTATION FOR MEDICALLY FRAGILE STUDENTS
AND/OR STUDENTS WITH DISABILITIES FOR WATERBURY PUBLIC SCHOOLS

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

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

Business Name of Bidder: _____
(Print or Type)

By Bidder's Authorized Representative:

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY
TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS
AND/OR STUDENTS WITH DISABILITIES FOR
WATERBURY PUBLIC SCHOOLS

SECTION 00400

BID ITEMS

BID ITEM		2016-2017	2017-2018	2018-2019
1.0	Invalid Coach or Wheelchair Van In District (indicate which type) Cost per vehicle Round Trip One Way	\$.00 \$.00	\$.00 \$.00	\$.00 \$.00
	Invalid Coach or Wheelchair Van Out of District (indicate which type) Cost per vehicle Round Trip One Way	\$.00 \$.00	\$.00 \$.00	\$.00 \$.00
2.0	Ambulance In District Cost per vehicle Round Trip One Way	\$.00 \$.00	\$.00 \$.00	\$.00 \$.00
	Ambulance Out of District Cost per vehicle Round Trip One Way	\$.00 \$.00	\$.00 \$.00	\$.00 \$.00
3.0	Medical Livery In District Cost per vehicle Round Trip One Way	\$.00 \$.00	\$.00 \$.00	\$.00 \$.00
	Medical Livery Out of District Cost per vehicle Round Trip One Way	\$.00 \$.00	\$.00 \$.00	\$.00 \$.00

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

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

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

(Name)

By: _____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____

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

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

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

END OF SECTION

THE CITY OF WATERBURY
TRANSPORTATION FOR MEDICALLY FRAGILE STUDENTS
THE CITY OF WATERBURY

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES

The CITY will contract for School Transportation Services for Medically Fragile Students and/or Students with Disabilities with a School Transportation Contractor as set forth below.

1. DESCRIPTION OF WORK

- a. Invalid Coach or Wheelchair Van, Ambulance and Medical Livery transportation services for Waterbury Public Schools from September 1, 2016 through August 31, 2019.
- b. Daily round trip transportation of children with disabilities and/or medically fragile within the boundaries of Waterbury, out of district to Waterbury and from Waterbury to out of district.
- c. The estimated number of students to be transported at any one time is up to twenty-two (22). However this number is subject to change at any time.
- d. This contract shall apply to all days when school is in session, including if required any extended day or extended school year schedule. The minimum number of school days is currently 182. See the attached school calendar for the 2013 school year. Other out of District placements may require different or additional days. During adverse conditions or emergency situations, the Board of Education or its agency, shall determine when school shall be in session and the CONTRACTOR shall provide the transportation. Delayed school opening will be considered a regular day. There shall be no penalty assessed to the CITY for the delayed opening or early closing due to weather or emergency situations.
- e. The children must be delivered to their schools prior to the Board approved opening time and picked up at the schools at the approved closing times. If the school is out of district, CONTRACTOR must confirm the opening and pick up times with the Waterbury Transportation Coordinator. The CONTRACTOR agrees that in no event will students be dropped off at any school more than 30 (thirty) minutes prior to the school's opening or more than 15 (fifteen) minutes after the close of school. Late charges shall be \$25.00 per school ambulance per incident. Charges to be forwarded, in writing, to the CONTRACTOR from the Transportation Coordinator. Upon receipt of such notice, the CONTRACTOR shall have three (3) working days to make any correction prior to being charged.

2. ROUTES AND SCHEDULE : The Director of Special Education and Pupil Services or his/her designee will furnish the following information to the CONTRACTOR prior to the commencement of the work as outlined in Part 1, Description of Work, above:

- A. Names of student(s) and home address(es) as well as the name and address of the school(s) the student(s) will attend, along with the opening and closing times. Student information such as name, address and school attended is confidential information and must be treated as such.
- B. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather or other emergencies when necessary. Out of District schools also have the right to cancel scheduled school days because of weather or other emergencies when necessary.

-
3. COMPUTATION OF PAYMENT: The compensation to be paid to the CONTRACTOR for furnishing this service shall be computed on a per day basis and shall include special pick-ups, early dismissals and late openings. Invoices shall state the date, the location picked up and delivered and the student transported. Charges for work covered by this contract will be invoiced separately from charges for other services that may be performed by the CONTRACTOR.
4. The CONTRACTOR shall furnish transportation service, personnel, training and equipment specified herein necessary to perform the required transportation of medically fragile students and/or students with disabilities to specified schools.
5. All transportation services provided by the CONTRACTOR pursuant to this Invitation to Bid, including but not limited to the purchasing, repair or maintenance of vehicles, the hiring, licensing, training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and Local laws, rules, regulations and District directives.
6. All accidents/incidents involving a vehicle or any of its passengers shall be reported immediately by the CONTRACTOR to the Transportation Coordinator, principal, parent/guardian, Director of Special Education and Pupil Services and/or Superintendent of Schools. This action shall be followed by a complete written report to the Superintendent or her designee from the CONTRACTOR not later than Forty-Eight (48) hours after the accident/incident has occurred.
7. Each driver and all medical staff employed by the CONTRACTOR to provide transportation service pursuant to this Invitation to Bid shall comply with all laws, rules and regulations of the State of Connecticut, the State Department of Motor Vehicles, THE State Department of Transportation, the State Board of Education, The CITY, the Waterbury Board of Education and the state and local police departments. All employees must have a favorable criminal background check and a DCF registry check and fingerprinting prior to working with students.

THE CITY OF WATERBURY
TRANSPORTATION FOR MEDICALLY FRAGILE STUDENTS
AND/OR STUDENTS WITH DISABILITIES FOR WATERBURY PUBLIC SCHOOLS

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Addendum # <u>1</u>	Dated Issued <u>JULY 13, 2016</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: Ambassador Wheelchair Services Inc
(Print or Type)

By Bidder's Authorized Representative:

Signature: Sal Marotta
Name: Sal Marotta
(Print or Type)
Title: Treasurer
(Print or Type)
Date: 7-18-16
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS
AND/OR STUDENTS WITH DISABILITIES FOR
WATERBURY PUBLIC SCHOOLS

SECTION 00400

BID ITEMS

BID ITEM		2016-2017	2017-2018	2018-2019
1.0	Invalid Coach or Wheelchair Van In District (indicate which type) <i>Ford E250</i> Cost per vehicle Round Trip <i>or Ford Transit</i> One Way	<u>\$ 120.00</u> <u>\$ 60.00</u>	<u>\$ 123.00</u> <u>\$ 60.00</u>	<u>\$ 126.00</u> <u>\$ 63.00</u>
	Invalid Coach or Wheelchair Van Out of District (indicate which type) <i>Ford E250</i> Cost per vehicle <i>Ford Transit</i> Round Trip One Way	<u>\$ 210.00</u> <u>\$ 105.00</u>	<u>\$ 215.00</u> <u>\$ 108.00</u>	<u>\$ 220.00</u> <u>\$ 110.00</u>
2.0	Ambulance In District Cost per vehicle Round Trip One Way	<i>No bid</i> <u>\$.00</u> <u>\$.00</u>	<i>No bid</i> <u>\$.00</u> <u>\$.00</u>	<i>No bid</i> <u>\$.00</u> <u>\$.00</u>
	Ambulance Out of District Cost per vehicle Round Trip One Way	<i>No bid</i> <u>\$.00</u> <u>\$.00</u>	<i>No bid</i> <u>\$.00</u> <u>\$.00</u>	<i>No bid</i> <u>\$.00</u> <u>\$.00</u>
3.0	Medical Livery In District Cost per vehicle Round Trip One Way	<u>\$ 60.00</u> <u>\$ 30.00</u>	<u>\$ 60.00</u> <u>\$ 30.00</u>	<u>\$ 65.00</u> <u>\$ 33.00</u>
	Medical Livery Out of District Cost per vehicle Round Trip One Way	<u>\$ 187.00</u> <u>\$ 95.00</u>	<u>\$ 190.00</u> <u>\$ 95.00</u>	<u>\$ 195.00</u> <u>\$ 98.00</u>

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

06-1280949
Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Sal Marotta
Corporate Officer
(if applicable)

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

Ambassador Wheelchair Services
(Name)

By: Sal Marotta
(Title)

5 Gastonbury Ave
(Business Address)

Rocky Hill CT 06067
(City, State, Zip Code)

Date: 7-18-16

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

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

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

END OF SECTION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Student Transportation for Medically Fragile Students
(Service or Commodity Covered by Contract)

9-1-13 - 8-31-16
(Term of Contract)

Senior Shuttle Program
(Service or Commodity Covered by Contract)

10-1-14 - 10-1-17
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

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

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

I have read and agree to the above certification.

Ambassador Wheelchair Services Inc
(Name of Company, if applicable)

Sal Marotta
Signature of Individual (or Authorized Signatory)

7-18-16
Date

Sal Marotta, Treasurer
Print or Type Name and Title (if applicable)

DELIVERED

By Mail

☐

Hand-Delivered

☒

THE CITY OF WATERBURY
TRANSPORTATION FOR MEDICALLY FRAGILE STUDENTS
THE CITY OF WATERBURY

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES

The CITY will contract for School Transportation Services for Medically Fragile Students and/or Students with Disabilities with a School Transportation Contractor as set forth below.

1. DESCRIPTION OF WORK

- a. Invalid Coach or Wheelchair Van, Ambulance and Medical Livery transportation services for Waterbury Public Schools from September 1, 2016 through August 31, 2019.
- b. Daily round trip transportation of children with disabilities and/or medically fragile within the boundaries of Waterbury, out of district to Waterbury and from Waterbury to out of district.
- c. The estimated number of students to be transported at any one time is up to twenty-two (22). However this number is subject to change at any time.
- d. This contract shall apply to all days when school is in session, including if required any extended day or extended school year schedule. The minimum number of school days is currently 182. See the attached school calendar for the 2013 school year. Other out of District placements may require different or additional days. During adverse conditions or emergency situations, the Board of Education or its agency, shall determine when school shall be in session and the CONTRACTOR shall provide the transportation. Delayed school opening will be considered a regular day. There shall be no penalty assessed to the CITY for the delayed opening or early closing due to weather or emergency situations.
- e. The children must be delivered to their schools prior to the Board approved opening time and picked up at the schools at the approved closing times. If the school is out of district, CONTRACTOR must confirm the opening and pick up times with the Waterbury Transportation Coordinator. The CONTRACTOR agrees that in no event will students be dropped off at any school more than 30 (thirty) minutes prior to the school's opening or more than 15 (fifteen) minutes after the close of school. Late charges shall be \$25.00 per school ambulance per incident. Charges to be forwarded, in writing, to the CONTRACTOR from the Transportation Coordinator. Upon receipt of such notice, the CONTRACTOR shall have three (3) working days to make any correction prior to being charged.

2. ROUTES AND SCHEDULE : The Director of Special Education and Pupil Services or his/her designee will furnish the following information to the CONTRACTOR prior to the commencement of the work as outlined in Part 1, Description of Work, above:
 - A. Names of student(s) and home address(es) as well as the name and address of the school(s) the student(s) will attend, along with the opening and closing times. Student information such as name, address and school attended is confidential information and must be treated as such.
 - B. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather or other emergencies when necessary. ~~Out of District schools also have the right to cancel scheduled school days because of weather or other emergencies when necessary.~~
3. COMPUTATION OF PAYMENT: The compensation to be paid to the CONTRACTOR for furnishing this service shall be computed on a per day basis and shall include special pick-ups, early dismissals and late openings. Invoices shall state the date, the location picked up and delivered and the student transported. Charges for work covered by this contract will be invoiced separately from charges for other services that may be performed by the CONTRACTOR.
4. The CONTRACTOR shall furnish transportation service, personnel, training and equipment specified herein necessary to perform the required transportation of medically fragile students and/or students with disabilities to specified schools.
5. All transportation services provided by the CONTRACTOR pursuant to this Invitation to Bid, including but not limited to the purchasing, repair or maintenance of vehicles, the hiring, licensing, training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and Local laws, rules, regulations and District directives.
6. All accidents/incidents involving a vehicle or any of its passengers shall be reported immediately by the CONTRACTOR to the Transportation Coordinator, principal, parent/guardian, Director of Special Education and Pupil Services and/or Superintendent of Schools. This action shall be followed by a complete written report to the Superintendent or her designee from the CONTRACTOR not later than Forty-Eight (48) hours after the accident/incident has occurred.
7. Each driver and all medical staff employed by the CONTRACTOR to provide transportation service pursuant to this Invitation to Bid shall comply with all laws, rules and regulations of the State of Connecticut, the State Department of Motor Vehicles, THE State Department of Transportation, the State Board of Education, The CITY, the Waterbury Board of Education and the state and local police departments. All employees must have a favorable criminal background check and a DCF registry check and fingerprinting prior to working with students.

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Ambassador Wheelchair Services Inc
6 Eastonbury Ave
Rochester Hill CT 06067
Sal Marotta, President
Sal Marotta
Date: 8-18-16

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades),</p>
<p>with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p>LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>

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

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

PART I - Bidder Information

Company Name <u>Ambassador Wheelchair Service</u> Street Address <u>5 Glastonbury Ave</u> City & State <u>Rocky Hill Ct 06067</u> Chief Executive <u>Sal Marotta</u>	Bidder Federal Employer Identification Number <u>06-1280949</u> Or Social Security Number _____
Major Business Activity (brief description) <u>Medical and special education transportation</u>	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes <u>No</u> -Bidder is a minority business enterprise Yes <u>No</u> (If yes, check ownership category) Black _____ Hispanic _____ Asian American _____ American Indian/Alaskan Native _____ Iberian Peninsula _____ Individual(s) with a Physical Disability _____ Female _____
Bidder Parent Company (if any) _____	- Bidder is certified as above by State of CT Yes <u>No</u>
Other Locations in Ct. (if any) _____	

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

(Page 4)

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

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

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

Yes ☐ No ☒

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	4	2			1	1					
Business & Financial Ops	1	1									
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	4	1	1	1		1					
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations Drivers	46	5	3	7	8	9	13			1	
TOTALS ABOVE	55										
Total One Year Ago	52										
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service		✓		✓	Work Experience	
Private Employment Agencies		✓		✓	Ability to Speak or Write English	
Schools and Colleges		✓			Written Tests	
Newspaper Advertisement	✓		10%		High School Diploma	
Walk Ins	✓		40%		College Degree	
Present Employees	✓		50%		Union Membership	
Labor Organizations				✓	Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
				✓	Arrest Record	
					Wage Garnishments	

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

(Signature) <i>Sal Marullo</i>	(Title) <i>Treasurer</i>	(Date Signed) <i>7-18-16</i>	(Telephone) <i>860 712-5943</i>
-----------------------------------	-----------------------------	---------------------------------	------------------------------------

CORPORATE RESOLUTION

I, Sal Marotta, hereby certify that I am the duly elected and acting Secretary of Ambassador Wheelchair Service, a corporation organized and existing under the laws of the State of CT, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 18 day of July, 2016.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Ambassador Wheelchair corporation this 18th day of July, 2016.

Sal Marotta
Secretary

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

ss.: Hartford

County of Hartford

_____, being first duly
sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or
officer of Ambassador Wheelchair (Contractor's Name), the
Contractor that has submitted the attached agreement.

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

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

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

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

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

CITY OF WATERBURY

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Rosalio Fazzina	President	none		9-18-42
2 Sal Maloria	Secretary			
3	Treasurer	none		7-27-66
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Ambassador	u		Services	
2 wheelchair				
3 services				
4				

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

Organization Name	Address	Type of Ownership
1 Ambassador	5 Glastonbury	
2 wheelchair	Ave.	corporation
3 services inc	Rocky Hill	
4	CT 06067	

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

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

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

Name	Title	DOB	Stock %
1 Rosalyn Fazzina	president	9-18-42	86
2 Sam Marotta	sec/Treasurer	7-27-66	34
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Ambassador		5 Glastenbury Ave
2 Wheelchair	Connecticut	Rocky Hill
3 Services Inc		CT 06067
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

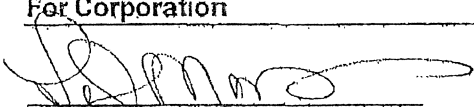
Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____, 201__.

My Commission Expires: _____

(Notary Public)

For Corporation



Witness




Name of Corporate Signatory

57 Glastonbury Ave.

Address of Business

Rocky Hill, CT 06067

Affix
Corporate
Seal

By: 

Name of Authorized Corporate Officer

Its: Secretary

Title

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

State of Connecticut)

) ss Roxley Hill

County of Hartford)

Salvatore Marotta

being duly sworn,

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

Subscribed and sworn to before me this 18th day of July 2016.

[Signature]

(Notary Public)

My Commission Expires: Commissioner of the Superior Court

ATTACHMENT C

ROCCO ORSO
DIRECTOR OF PURCHASING
236 GRAND STREET
WATERBURY, CT 06702

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

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

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

1 Addenda 1 7-13-16 4 _____
2 _____ 5 _____
3 _____ 6 _____

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

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

06-1280949
Social Security Number
or Federal Identification Number

Ambassador/wheelchair services
Signature of Individual or Corporate Name
Sal Marotta
Corporate Officer
(if applicable)

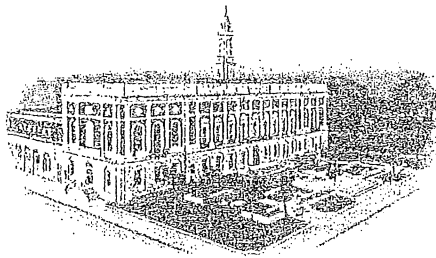
City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Ambassador/wheelchair services Inc
By: Sal Marotta Treasurer
(Title)
Business Address: 5 Colstonbury Ave
(City, State, Zip Code)
Rocky Hill CT 06067
Phone: 860 712-5943

Date: 7-18-2016

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

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

July 13, 2016

ITB # 5535

Project: Transportation for Medically Fragile Students & or Students with Disabilities

The Following are questions received concerning this project

Bussing Questions:

Question: Could you give us addresses of students /clients and what school they will be going to?

Answer: We cannot give out confidential student information. Students and schools change throughout the year and from year to year. We currently have approximately 20 students requiring the transportation covering this Invitation to Bid. Approximately 8 students reside in Waterbury and are transported to out of district schools. The rest of the students reside outside of the district and are transported to schools outside of the district. A redacted bill is attached. Throughout the year, other schools can be added or changed depending on the individual needs of the students.

Question: Could you tell us if any students would need an aide?

Answer: It varies

Question: Can we bid on school transportation only?

Answer: Yes, you can bid on one, two or three methods of transport.

Question: Do we need to have one vehicle that carries 22 children or can we use several vehicles?

Answer: More than one vehicle is currently being used.

Question: Do we have to have an ambulance in order to put in bids?

Answer: Yes if you are bidding on the ambulance transport.

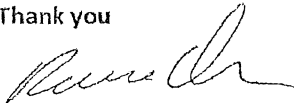
Question: I would like to request that you supply last year's invoices for this service

Answer: The invoices contain confidential student information which cannot be disclosed. The current transportation cost is \$160.00 per day for medical livery and \$220.00 per day for wheelchair /invalid transport vehicle. See answer above for students and schools.

Question: I also would like to request a copy of the current students, addresses, schools they attend and disability.

Answer: We cannot release confidential student information. See above answer on residences of students and schools. See attached redacted bill. Students can be placed by the Department of Children and Families without advance notice to us. Placements can change on a daily basis as some placements can be temporary.

Thank you

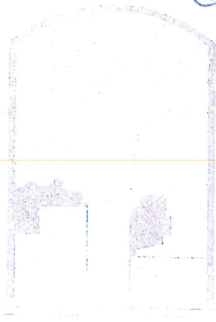


Rocco Orso

Director of Purchasing

Out of State

#10



WATERBURY

CENTRAL OFFICE: RECEIVED STAMP/INITIALED

RECEIVED
SEP 13 2016
BY: _____

FIELD TRIP REQUEST FAX/EMAIL COVER SHEET

School Name: Kennedy High School

Your Name: Robyn Hicock; Heather DeVeau

Today's Date: August 31, 2016

Date/s of Field Trip: Friday, October 21, 2016

In State ☐ Out of State ☒

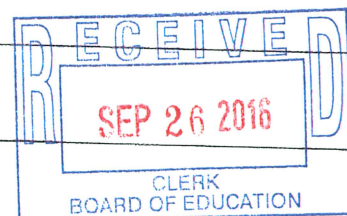
Number of students: 50

Number of chaperones: 5

Nurse's Signature: ☐

Principal's Signature: ☐

Number of Pages Attached: 3



REQUEST FOR FIELD TRIP

Revised 07/17/13

ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR EMAILED TO THE
SCHOOL'S INSTRUCTIONAL LEADERSHIP DIRECTOR.
ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE COVER SHEET

- ☒ OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP
☐ IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP

This request must be approved prior to collecting or committing any funds such as down payments or making definite arrangements.

Date Submitted: August 30, 2016

Name of Travel Agency (if applicable): _____

1) Requested by: Robyn Hicock; Heather DeVeau Kennedy High School English 11/American Literature
Name of Staff Member School Grade level/Subject

2) How many students? 50

3) Name of destination: Witch Dungeon Museum, Salem Witch House, and Town of Salem

4) City/State of destination: Salem, Massachusetts

5) Departure: Friday October 21st 7:30am
Day Date Time

6) Return: Friday October 21st Approx. 6:00pm
Day Date Time

7) Is school in session during this field trip? Yes

8) What unit in the curriculum does this field trip support?

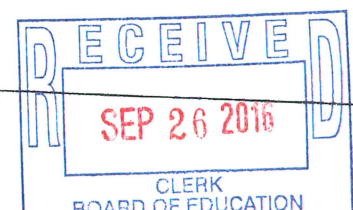
Grade 11; Unit 1: Issues of Adversity (Managing Conflict)

9) What are the Common Core State Standards this field trip supports?

CCSS. ELA-Literacy RI.11-12.7, 11-12.1, 11-12.1c, 11-12.4

10) What are the guiding questions from the curriculum this field trip will answer?

Grade 11 1e. How can comparing and contrasting conflicts lead to deeper understanding?
1g. How might a quick and easy solution deepen disagreement?
1h. Can all conflicts be resolved?



11) What expected performances will be taught by this field trip?

Application of/connection to real-life situations; past-to-present connections; argumentative writing

12) How will you assess the learning that results from this field trip?

Students will have discussed adversity and applied it to Arthur Miller's *The Crucible*. After visiting the Witch Dungeon Museum and exploring key locations of the Salem Witch Trials of 1692, students will construct an argumentative response on whether or not they feel the witch trials were fair. Students will use evidence from class discussions/research and *The Crucible*, as well as their own evidence they collect during the day's tours.

13) Explain what educational value this field trip offers the students:

Students will explore the "real life" setting of a historical/literary event. Students will apply their experience in the town of Salem to written responses after the trip.

14) Transportation: Type/name of Approved PUC Carrier

Peter Pan Bus Company/Coach bus

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
1. Robyn Hicock	203-574-8150	4	
2. Heather DeVeau	203-574-8150	5.	
3		6	

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones: Robyn Hicock; Heather DeVeau; Jessica Doyle

Aides(s) as chaperones:

Parent(s) as chaperones: Keri Garcia; Kelli Garcia

17) How is this trip financed: (If it's fund raising activities, list the fund raising activities. If it's a grant, give title and number of the grant, student contributions, etc.)

Student contributions

18) What is the approximate cost per pupil for this trip?

\$40/pupil

19) Is any student excluded from attending this trip? Yes ☒ No ☐ If yes, explain why:

Students who have any behavior referrals and/or any students who are failing the course will be ineligible.

20) What is the approximate cost all chaperones?

\$40/chaperone

21) How many substitutes are necessary? (If none specify)

Teacher	Subject/Grade	Teacher	Subject/Grade
1. Robyn Hicock	English 11	4.	
2. Heather DeVeau	English 11	5.	
3.		6.	

22) The medication(s) and/or procedure(s), as prescribed by the student(s) physician, will be provided while participating in the field trip

Yes ☒ No ☐

Margaret Owens RN
Signature of School Nurse

9-6-16
Date

23) This field trip request meets the needs of the BOE policy? Yes ☒ No ☐

Is this field trip recommended? Yes ☒ No ☐

Arrangements for students(s) medial needs have been made Yes ☒ No ☐

[Signature]
Signature of School Principal

9-16-16
Date

CENTRAL OFFICE RESPONSE

24) This field trip request has been reviewed and approved at the Superintendent's level ☒

This field trip request has been reviewed and **is not** approved ☐

DEAWO
Signature of Superintendent/Designee/ILD

9-23-16
Date

9/26/16

25) This field trip request required Board of Education action for out of state or overnight field trip was approved/denied by the Board of Education during its meeting of _____

Signature of BOE/Designee

Date

A copy of this request, when approved, will be returned to the School Principal.

The Crucible

Final Writing Assessment



Now that we have completed reading *The Crucible* and visited the town of Salem, you are to construct an argumentative essay in which you take a stance on whether or not you believe the Salem Witch Trials of 1692 were fair. Most of you will probably argue that they were not fair, and that is fine. Your task is to thoroughly analyze what you've learned about the Witch Trials, and to make sure your argument is *clearly stated* and *supported* by directly cited textual evidence* and any evidence you gathered from:

- The introduction to the Witch Trials (PowerPoint)
- The *History Channel* documentary (viewing questions)
- The historical preface we read before beginning *The Crucible**
- *The Crucible* itself*
- The live reenactment of the trials (your own personal notes)
- The tour of the Witch Dungeon Museum (your own personal notes)

Due Friday, October 28th. Essay requirements:

- MLA format (Times New Roman, 12pt font, double spaced, proper heading)
- 2-4 pages (typed!)
- Include at least five pieces of properly cited textual evidence from the texts above*
- Include *at least one* piece of evidence from the remaining four sources. It was your responsibility to have taken notes on the trip!
- **YOU MUST INCLUDE A COUNTERCLAIM!** It will be considered a persuasive essay without one, and you will be deducted ten points.

You will have the remainder of class after vocabulary on Monday and the whole class period on Tuesday to gather your information and outline and/or begin writing your essay. On Wednesday and Thursday, we will be in the computer lab typing. Ten points will be deducted for every day your essay is late, and it *will not* be accepted after Wednesday, November 2nd.