BUCKS HILL SCHOOL: THROUGH OUR VOICES

BOARD OF EDUCATION MEETING APRIL 28, 2016

Pledge led by Hailey Deliz-5K & Berry Ellerbe-5C

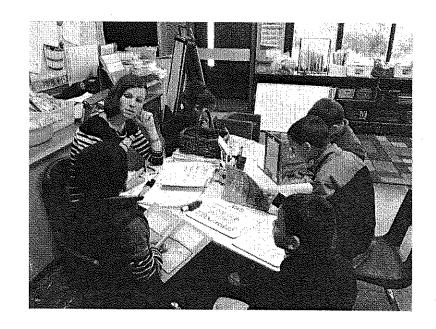
Delia Bello-Davila, Ph.D.

School Principal

WHAT WAS NEEDED TO ENABLE BUCKS HILL SCHOOL TO ADDRESS THE CHALLENGE OF BECOMING A CHRONICALLY UNDERPERFORMING AND A FOCUS SCHOOL?

Key Goals:

- 1. Strengthening school climate
- Strengthening core instruction with increased focus and monitoring on targeted TII & TIII instruction.
- 3. Increased programmatic opportunities for student empowerment.



STRATEGIES

We achieved this through:

•Innovative leaders: Increasing administrator and teacher effectiveness by collaborating and working as team. School –wide Nurture Heart program.

•Quality Instruction: Implementation of Instructional Data Team meetings to foster and strengthen TI instruction and guide TII and TIII instruction. Math Coach and Literacy Facilitator promote Best Practices to support and reinforce the implementation of District initiatives. (iReady, DAT testing, mClass, Fundations, new curriculum etc.)

•Student Empowerment: Venues for student voices include 5th grade Leadership Team, 4th grade Improvement Team, Safety Patrol and our Youth Employment Office.

BUCKS HILL SCHOOL CLIMATE NURTURE HEART Shared Leadership Quality Student Instruction Component

THROUGH THEIR VOICES

PREAMBLE TO THE CONSTITUTION READER'S THEATER FOR EIGHT VOICES



Directors: Mrs. Lawson & Mrs. Corbo

Readers: Mia Coleman, Berry Ellerbe, Anjolie

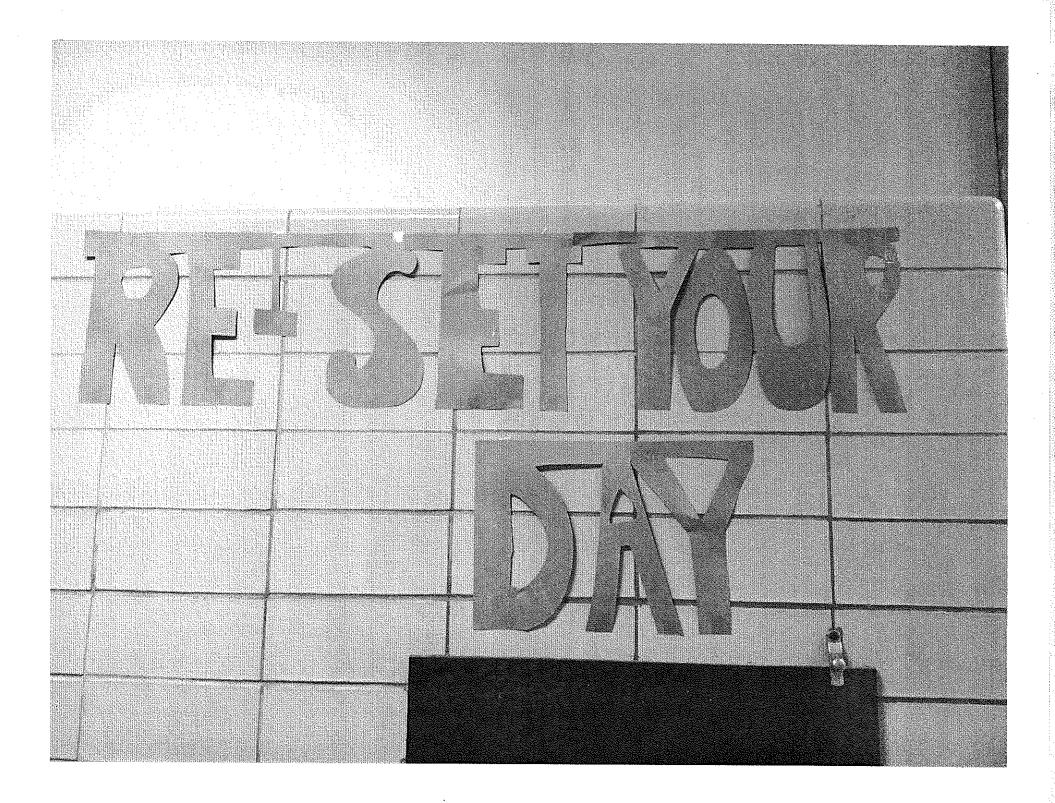
Girard, Aaron James, Alex Mariano, Myah Munoz-

Olivo, Ryan Pena-Olivo & Jalen Smith

Nurtured Heart

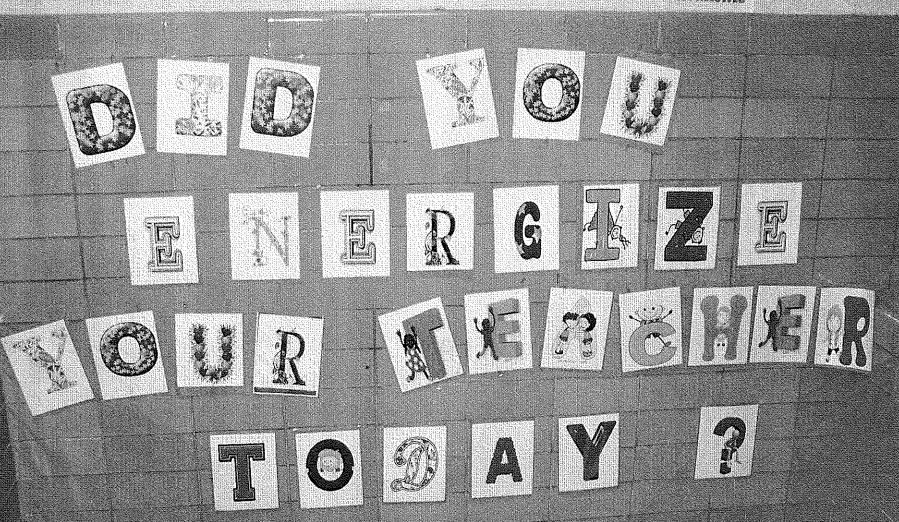
PBIS

- Overview
- Connection with PBIS
- Re-set Strategy



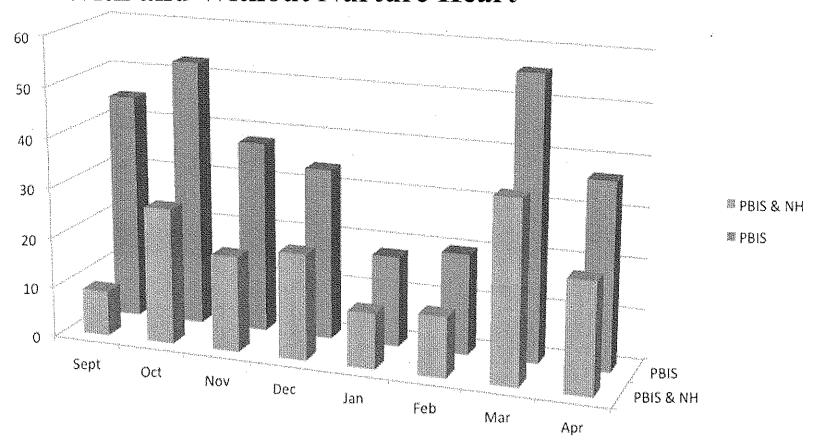






THE POWER OF COLLABORATION

Discipline Referral Comparison by Year With and Without Nurture Heart



THE POWER OF COLLABORATION

At Bucks Hill School, our Literacy Facilitator and Math Coach collaborate to strengthen our Tier 1 Instruction and promote Best Practices through the implementation of Instructional Data Teams (IDTs) including:

- > Analyzing data as a team to drive instruction
- > Professional Development
- > Coach, Model & Support
- District-wide Initiatives
- > Planning Instruction
- > Curriculum support

Bucks Hill School K-2 ELA mClass Data/Fundations

	% of Students at:				
mClass Assessment	BOY Composite	MOY Composite	EOY Composite	Key Points	
K 2014-15	17%:	23%	13%	Our 2 nd grade students began	
K 2015-16	14%	18%		the school year with stronger	
1 2014-15	24%	18%	20%	foundational skills and	
1 2015-16	10%	11%	-	having had instruction in	
2 2014-15	16%	17%	22%	Fundations in grade 1.	
2 2015-16	17%	14%		0	

This data reflects mClass scores pre and post implementation of Fundations where continuing growth through coaching and collaboration is evident.

Bucks Hill School K-5 Math Assessment Data

			% of	Students at:			
Assessment		ВОУ		MOY		EOY	
	Novice	Apprentice or above	Novice	Apprentice or above	Novice	Apprentice or above	
District CFAs	95%	5%	58%	42%	32%	68%	

			% of 9	Students at:	Walking Ships	
Assessment	BOY		MOY		DAT 6	
	Novice	Apprentice or above	Novice	Apprentice or above	Novice	Apprentice or
District Assessment Tasks	98%	2%	46%	54%	23%	77%
Company of the second						

Although, this data depicts two different types of assessments the continuing growth through coaching and collaboration is evident.



Joette Katz Commissioner

DEPARTMENT of CHILDREN and FAMILIES

Making a Difference for Children, Families and Communities



Dannel P. Malloy Governor



April 7, 2016

Waterbury Board of Education 236 Grand Street, Waterbury, CT

Members of the Board:

The attached memorandum of understanding between the Waterbury Board of Education and the Department of Children and Families is part of an ongoing effort to improve and simplify DCF's access to education records for students who attend Waterbury Public schools and are in the care and custody of DCF while ensuring that Waterbury Public Schools is aware of all children who are in the care and custody of DCF so that it can more easily notify the appropriate divisions within WPS.

The MOU memorializes the agreement between DCF and Waterbury Public Schools to exchange student information in a manner that complies with the Family Education Privacy Rights Act and the federal and state child welfare statutes that require DCF to know and report on the educational progress of children in their care. By having regular access to information that it cannot obtain timely from the Connecticut State Department of Education, DCF hopes to be able to collaborate with Waterbury Public Schools to improve the educational outcomes for children in its care. Specifically, through more timely receipt and review of information concerning students' behavior, attendance, and achievement, DCF hopes that it will be able to intervene and collaborate with Waterbury Public Schools to decrease absences, decrease behavioral incidents and increase the academic achievement of children in care who attend Waterbury Public Schools.

Sincerely,

Ann-Marie DeGraffenreidt Director of Program Development, DCF

STATE OF CONNECTICUT

Department of Children & Families- Education Division Christopher G. Leone, Superintendent of Schools 505 Hudson Street - Hartford, CT 06106 Phone 860-550-6375 - Fax 860-560-7079 Christopher.leone@ct.gov

An Equal Opportunity Employer

MEMORANDUM OF UNDERSTANDING

Agreement between the Department of Children and Families ("DCF"), located at 505 Hudson Street, Hartford, Connecticut 06106 and the City of Waterbury Board of Education ("WBOE"), located at 236 Grand Street, Waterbury, Connecticut, collectively, the "Parties":

WHEREAS, it is in the mutual interest of the Parties to ensure that DCF has sufficient and timely information to determine the educational progress for those children for whom the Commissioner of DCF is the custodian ("DCF children"); and

WHEREAS, it is the Commissioner of DCF's responsibility to ensure that children in her care and custody attend school; are full-time elementary or secondary school students; and/or have completed secondary school, or are incapable of attending school on a full-time basis is initially derived from §471(a)(30) of the Social Security Act; and

WHEREAS, the Uninterrupted Scholars Act creates an express exception within the Family Education Privacy Rights Act ("FERPA") permitting the disclosure of education information concerning children to the Commissioner of DCF when she is "legally responsible for the care and protection" of those children, and

WHEREAS, the Superintendent of the Waterbury Public Schools ("WPS") administers, coordinates, and supervises the activities of the WPS in accordance with the policies established by the Waterbury Board of Education ("WBOE"), and the educational interests of the state pursuant to CGS § 10-4a; and

WHEREAS, both Parties wish to increase the number of students who graduate from high school on time and reduce the number of absences and disciplinary incidents among children in DCF's custody enrolled in Waterbury Public Schools;

NOW THEREFORE, the Parties understand and agree that:

- 1. The Commissioner of DCF, or her designee, may receive "education records" concerning children in her care and custody, as that term is defined in FERPA, and the regulations promulgated thereunder, 34 C.F.R. § 99.1 et seq.; and
- 2. The Commissioner of DCF, or her designee, may use education records concerning children in her care and custody, as permitted by FERPA, and the regulations promulgated thereunder, 34 C.F.R. § 99.1 et seq.
- 3. The Commissioner of DCF, or her designee, will identify the data points necessary for DCF to fulfill its educational responsibility to children in her care and custody, as that responsibility is articulated in Section 471(a)(30) of the Social Security Act and all other relevant federal and state statutes; and
- 4. The provision of LINK numbers to WPS is the Commissioner of DCF's assertion that those are the LINK identification numbers of the DCF children under her care and protection, as that term is used in FERPA, as amended by the Uninterrupted Scholars Act;

<u>CONFIDENTIALITY OF STUDENT INFORMATION</u>: DCF acknowledges that the WPS must fully comply with the requirements of FERPA. Therefore, the WPS reserves the right to refuse to disclose records that the WPS deems may violate the requirements of FERPA and its regulations.

<u>DESTRUCTION OF DATA</u>: DCF agrees that it shall conform to the requirements of FERPA and its regulations regarding the destruction and redisclosure of student information. DCF shall develop a method by which to notify WPS when a child is no longer in its custody.

EXCHANGE OF INFORMATION: DCF shall provide all written information and requests to Dr. Kathleen M. Ouellette, Superintendent of Waterbury Public Schools, unless otherwise directed by the WBOE. The

WBOE shall provide all written information and requests to Ann-Marie DeGraffenreidt, Director of Program Development for DCF.

CONFIDENTIALITY OF INFORMATION CONCERNING CHILDREN IN DCF CARE: WPS acknowledges that DCF case-specific information is confidential pursuant to CGS §17a-28 and that this state statute articulates the federal confidentiality requirements of the Child Abuse Prevention and Treatment Act ("CAPTA"). Therefore, WPS will securely hold such information and will not redisclose such information without the written permission of DCF.

<u>DATA SECURITY</u>: DCF agrees that WPS data will reside in secure DCF enterprise systems, servers, and/or databases. DCF shall ensure that such data will not be downloaded to individual user mobile devices, as provided in the Connecticut Department of Administrative Services' Policy on Security for Mobile Computing and Storage Devices.

NOTIFICATION OF SECURITY BREACH: In the event of a data breach, the DCF shall notify the WPS, within five (5) business days of discovery of such breach. If the WPS discovers a security breach with respect to confidential client information provided by the DCF, the WPS shall notify the DCF, within five (5) business days of discovering such breach. Both parties reserve the right to suspend immediately data exchanges until the party experiencing the breach can demonstrate that it has remedied the cause of the breach and that its data system is once again secure.

<u>SEVERABILITY:</u> If any provision of this MOU is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the enforceability of all other provisions of this MOU shall be unimpaired.

<u>CANCELLATION</u>: This MOU shall remain in full force and effect, unless cancelled by either DCF or the WB0E with one hundred eighty (180) days written notice to the other party.

AMENDMENTS: Revisions to the MOU's objectives, services, or plan are effective only when signed by both Parties to the MOU.

<u>ENTIRE AGREEMENT</u>: This MOU contains the entire agreement and understanding between the Parties as to the subject matter of this MOU, and it supersedes all prior agreements, representations, writings, and discussions between the Parties.

APPROVALS AND ACCEPTANCES

For the Waterbury Board of Education:

For Department of Children and Families

Dr. Kathleen Ouellette, Superintendent of Schools

Christopher Leone
Superintendent of USD #2 and
Education Division

REED FRC SPONSOREED AFTER SCHOOL PROGRAM 2016





Video



Club

In session from May 19- June 9th

Students in grades 5–8 will learn camera operation, specific video editing, broadcast journalism, scriptwriting and the three stages of video production.

(VIDEO "PRE-PRODUCTION", "VIDEO "PRODUCTION", VIDEO "POST-PRODUCTION".

Free Program





Where: Reed FRC/Computer Lab

Supervising Program, Mr. Racine

When: Thurs 3pm-5pm

Lead Instructor, Mr. Coma

Any additional questions contact Mr. Racine- 203-574-8180 ext. 101 or eracine@waterbury.k12.ct.us



Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Adult Education 25 Industrial Park Road Middletown, CT 06457-1543

FOR STATE USE ONLY					
Effective Date:					
AGREEMENT NUMBERS:					
School Programs					
Child Day Care Centers					
Adult Day Care Centers					
Day Care Homes					
Summer Food Service					
I					

AUTHORIZED SIGNATURES CHANGE FORM

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

the Cobb Child Natifical Frograms at the address t	
This is to certify that onApril 28, 2016 Date	, as shown in the minutes of
Waterbury Public Schools	
Name of Corporation, Board of	f Education or Governing Body
the following action was taken to revise the Authoric Nutrition Programs.	zed Signers of the ED-099 Agreement for Chil d
1. The person designated below is authorized to si reimbursement.	gn this agreement and to sign claims for
	Dr. Kathleen M. Ouellette
Signature	Printed Name
Superintendent of Schools	April 28, 2016
Title (Superintendent of Schools, Mayor, Selectman, P or Chairperson of the Board, Pastor or Commissio	
2. In the absence or incapacity of the first designate designated below is authorized to sign claims for	
Alber (Keale)	Doreen Biolo
Signature	Printed Name
Chief Financial Officer	April 28, 2016
Title (Assistant Superintendent, Business Official, Principal, City or Town Manager, Executive Director or Deputy Com	
3. The signature below certifies the above action.	
	Carrie Swain
Signature	Title (Secretary of Corporation, Town
Clerk, Board of Education	Clerk, Secretary of the Board)

This form is available at www.sde.ct.gov/sde/lib/sde/pdf/deps/nutrition/forms/sigchange.pdf. The instructions are available at www.sde.ct.gov/sde/lib/sde/pdf/deps/nutrition/forms/sigchangeinstr.pdf

Memorandum

To: Board of Education, Board of Aldermen

From: Denise M. Carr, Supervisor of Special Education

The second secon

Date: 4/20/2016

Re: Board of Aldermen Approval Request / Executive Summary – Out of District Placement Agreement for a Special Education Student between the City of Waterbury and Evergreen

Center Inc.

The Special Education Department respectfully requests your approval of the above-referenced Agreement between the City of Waterbury and Evergreen Center Inc. Evergreen will be paid an amount up to \$341,621.02 for the three year term commencing on February 23, 2016 to June 30, 2019.

The compensation reflects one half of the actual cost for the residential placement. Connecticut Department of Developmental Services will be compensating Evergreen for the additional costs.

This Agreement is not subject to the bid process as it is exempt from the Procurement Process under §38.029(D) of the Centralized Procurement System as being a "procurement of services, equipment or leases of equipment that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Act ("I.D.E.A.") and their respective regulations."

The services to be provided by Evergreen under this Agreement shall be pursuant to the student's Individualized Education Program which includes a residential placement, educational services, behavioral support, life skills training and one to one support.

Accordingly, attached for your review and consideration are 17 copies of the proposed Agreement, Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Thank you.

Denise M. Carr Attachment

cc: Attorney Samantha Carvalho, via email, w/o attachment.

AGREEMENT BETWEEN CITY OF WATERBURY, WATERBURY PUBLIC SCHOOLS And EVERGREEN CENTER, INC. For

THIS AGREEMENT, effective on the date signed by the Mayor (the "Effective Date") is by and between the City of Waterbury, Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, City Hall Building, 235 Grand Street, Waterbury, Connecticut, duly authorized, hereinafter referred to as the "City" or the "Board" and Evergreen Center, a Massachusetts corporation doing business at 345 Fortune Boulevard, Milford, Massachusetts, hereinafter referred to as "Evergreen".

RESIDENTIAL PLACEMENT AND EDUCATIONAL SERVICES

WHEREAS, Evergreen is a private education institution specializing in and licensed in the education of children with disabilities; and

WHEREAS, Evergreen is willing to provide educational services as identified herein to a City of Waterbury child placed in its facility by the City's Board of Education pursuant the child's Individual Education Plan (I.E.P.). Evergreen shall provide residential as well as educational services to said identified child; and

WHEREAS, Evergreen is desirous of performing said services for the City; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

- 1.1. Evergreen hereby agrees to accept and provide a special education program for the residential placement of the identified student in its facility as per the child's I.E.P. The special education program shall include, but may not be limited to, educational instruction, and related services such as clinically indicated and monitoring if required under the I.E.P., suitable for the child to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations.
- 1.2. Evergreen agrees to provide the education services as approved by the City and as identified in the student's I.E.P. Such services shall include, as indicated by the I.E.P., remedial academics, pre-vocational services, speech and language and or motor therapies, as well as health supervision by staff members or nurses. The student's I.E.P will be established by the City of Waterbury's Planning and Placement Team (PPT) and shall be incorporated herein by reference as if fully set forth herein. All activities provided to the student shall be the responsibility of Evergreen.
- 1.3. Evergreen shall coordinate and provide conferences with the student's parents as needed. Evergreen shall provide the City with regular reports regarding the progress of the child. In the event of an emergency or injury concerning or involving the student, Evergreen shall, in addition to notifying the parents or guardian, immediately notify the City of said incident or injury.
- 1.4. The City of Waterbury Superintendent of Schools or her agent shall have the right to visit and observe the program at any time. An annual PPT meeting for the child shall be held in addition to another scheduled PPT. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Evergreen. A PPT meeting may be held via a telephone conference as required by the City.

1.5. Evergreen shall provide the City with monthly reports of the attendance of the child at the Evergreen's Facility. Student attendance reports shall accompany the City of Waterbury voucher and Evergreen's billing.

2. Records/Reports.

- 2.1. The City hereby agrees to provide to Evergreen such medical, psychological and educational evaluations as are available to the City to determine the appropriateness of the placement of the child with disabilities under this Agreement. It shall be the responsibility of the City to develop an annual I.E.P. The City agrees to include Evergreen and the parents in the writing of said I.E.P. Evergreen shall provide monthly evaluative reports and monthly attendance logs that may be required to keep the City duly informed concerning the educational needs of the child enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the child in Evergreen's program. Evergreen and the City hereby agree that medical, psychological and educational records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.
- 2.2. Evergreen agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Evergreen hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

3. Confidentiality.

- 3.1. Evergreen and all of its employees shall strictly adhere to all State of Connecticut and Federal Statutes, rules, policies, 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.
- 3.2. Any and all materials provided to Evergreen from the City of Waterbury student file that are entrusted to Evergreen and its employees or gathered by Evergreen and its employees 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 Evergreen and its employees shall be used solely for the purposes of providing services under this Agreement.
- 3.3. Evergreen and its employees acknowledge that in the course of providing services under this Agreement, it may come into the possession of education records of the City Waterbury student 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). Evergreen and the City shall comply with the requirements of said statute and regulations, and agree 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, Evergreen or its subcontractor has no authority to make disclosures of any information from education records.

4. Payment.

- 4.1. The City shall pay to Evergreen an amount up to \$268.76 per each twelve hour day, for the educational services properly rendered hereunder. The City shall also pay to Evergreen an amount up to \$18.42 per hour, per each seven hour day, for a one to one aide, during the Term of this Agreement. The City shall pay an amount up to \$341,621.02 for this 3 year Agreement with the basis of the payment being as set forth in the attached Schedule A Rate Schedule. Said payment shall be for the length of and number of school days as identified in the student's I.E.P., upon the terms and conditions hereinafter set forth. Payment shall be in accordance with the City of Waterbury's payment policy and procedures. The City shall not be responsible for any costs other than the costs set forth in this Agreement.
- 4.2. The City may add or delete any services required, at any time, as it deems necessary per each individual I.E.P.

4.3. Payment is for educational costs and related services. In the event that the child may enter Evergreen's facility at a time subsequent to the beginning of the school term or should withdraw from Evergreen's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Evergreen shall provide the City with a monthly attendance log. The City shall only be responsible to pay Evergreen for days the child is actually in attendance. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Evergreen's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

5. Term.

5.1. The Term of this Agreement shall be for the fiscal years February 23, 2016 to June 30, 2019 or any part thereof and shall be for only those school days as specified in the student's I.E.P. or any part thereof. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the City of Waterbury's PPT. If such change is made without the proper approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

6. Representation Regarding Qualification.

- 6.1. Evergreen hereby represents that it has been duly approved by the Board of Education and Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.
- 6.2. Evergreen represents that it and its employees have reviewed all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education, and agree to adhere to each and every condition as it applies. Further, Evergreen represents that it and its employees are duly licensed and certified, are authorized or permitted under state or local law to perform such services, and have the requisite skill, expertise, and knowledge necessary to perform the scope of work set forth in this Agreement. Evergreen shall provide the City with copies of its and its employees' applicable licenses, certifications and resumes.
 - 6.2.1. Representations regarding Personnel. Evergreen represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. Evergreen represents and warrants that it has conducted a records check of each employee who may be assigned to perform the Scope of Services set forth in this Agreement including each worker who performs a service involving direct student contact and each employee has submitted his or herself to a state and national criminal history records and has no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, has not been convicted of a crime and has no criminal investigation pending. The City and Board shall rely upon these representations

7. Debarment.

7.1. Evergreen hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Orders 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

8. <u>Indemnification.</u>

8.1. Evergreen shall indemnify and hold harmless the City, the City's Board of Education and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of

the work, provided that any such claims, suits, damages, losses, judgments, costs or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any willful or negligent act or omission of Evergreen, 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. Evergreen understands that the indemnification obligation shall in no way be limited by any insurance protection, any limitation on the amount of damages, compensation or benefits payable by or for Evergreen or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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

9. Evergreen's Liability Insurance.

- 9.1. Evergreen shall not commence work or allow any subcontractor to commence work under this Agreement until all insurance required under this Section 9 has been obtained by Evergreen at its sole cost and expense, which shall protect the City from claims which may arise out of or result from Evergreen's obligation under this Agreement and such insurance has been 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. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 9.3. Evergreen shall maintain 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 Evergreen:
 - i. <u>General Liability Insurance</u>: \$1,000,000.00 per occurrence, \$2,000,000.00 general 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.

- ii. <u>Excess/Umbrella Liability Insurance</u>: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
- iii. Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit (CSL) 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. If no owned autos then Hired & Non-Owned Auto Liability coverage should be provided.

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

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

- v. <u>Professional Liability/Errors and Omissions</u>: \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Coverage for the acts and/or omissions of any professional, if applicable.
- vi. <u>Abuse & Molestation Liability:</u> \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit;

The limits should be on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this educational program.

9.4. Certificates of Insurance.

Evergreen's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education as 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 Evergreen'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 Evergreen executes this Agreement, 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 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". Evergreen 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 and City of Waterbury, Attn: Education Dept. - Gary Miller, 1st Floor, 236 Grand Street, Waterbury, CT 06702. Said Cancellation notice shall be mailed regardless of the reason for cancellation.

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

9.6. Failure to Maintain Insurance

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

10. Discriminatory Practices.

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

11. <u>Termination.</u>

11.1. Termination of Agreement for Cause.

The City shall have the right to terminate this Agreement by giving written notice to Evergreen at least 30 (thirty) days before the effective date of such termination if, through any cause, in part or in full, not the fault of Evergreen, Evergreen fails to fulfill in timely and proper manner its obligations under this Agreement, or if Evergreen violates any of the covenants, agreements, or stipulations of this Agreement. In the event of such termination, all documents, data, studies, and reports prepared by Evergreen under this Agreement shall, at the option of the City, become its property.

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

11.2. Termination for Convenience of the City.

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

11.3. Termination for Lack of Funding or Non-Appropriation.

Evergreen acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation of general funds appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City approved by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. Further, Evergreen acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner. Evergreen therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the funds required to enable continued payment under this Agreement are either not appropriated, authorized or otherwise made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

- 11.3.1. <u>Termination by Evergreen</u>. Evergreen shall not terminate services to the identified child until it has first provided written notice to the City with its intent to terminate ninety (90) days prior to the date of said termination.
- 11.3.2. No Payment for Lost Profits. In no event shall the Board or the City be obligated to pay or otherwise compensate Evergreen for any lost or expected future profits.

12. Delivery of Documents.

12.1. In the event of termination or fulfillment of this Agreement, Evergreen 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 all other records created by Evergreen while the student was in its care. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to the Evergreen under this Agreement. The City shall have the right to withhold any payment due to Evergreen until said documents have been returned to the City of Waterbury.

13. Subcontracting.

- 13.1. Evergreen shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Evergreen's services.
- 13.2. Evergreen shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Evergreen.

14. Assignability.

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

15. Audit.

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

16. Interest of City Officials.

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

17. Prohibition Against Gratuities and Kickbacks.

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

for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

17.3. Evergreen, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

18. Prohibition Against Contingency Fees.

18.1. Evergreen 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.

19. City of Waterbury's Ethics Code Ordinance.

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

20. Entire Agreement.

ر الله الله والمراجع المراجع المحاسطة منطقة والمعارضة المراجع الم

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

21. Independent Contractor Relationship.

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

22. Severability.

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

23. Survival.

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

25. Disputes; Legal Proceedings and Continued Performance.

- 25.1. Notwithstanding any such claim, dispute or legal action, Evergreen shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.
- 26. Binding Agreement.
 - 26.1. The City and Evergreen each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 27. Waiver.
 - 27.1. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 28. Governing Laws.
 - 28.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

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

WITNESSES:	CITY OF WATERBURY STATE OF CONNECTICUT		
	by: Neil M. O'Leary Mayor, City of Waterbury		
Print name	EVERGREEN: by: Chied Skew. Object.		
Print name	Dr. Robert F. Littleton, JR CEO Print Name and Title Date: 4/13/14		

SCHEDULE "A"

Rate Schedule

City of Waterbury

And

(Evergreen Center)

(consisting of 1 page)

2015-2016 School	Year	2016-2017 School	Year
Initials: DMC		Initials:	DMC
School Days Approve	ed 129	School Days Approve	ed <u>365</u>
Day Rate: \$268.76 pe One to One: \$18.42 p per day		Day Rate: \$268.76 pe One to One: \$18.42 p	er each 12 hour day er hour up to 7 hours per
Tuition School Year One to One		Tuition School Year One to One	
TOTAL	\$ 51,303,66	TOTAL	\$ <u>145,158.68</u>
2017-2018 School	Year		
Initials: <u>DMC</u>			
School Days Approve	ed <u>365</u>		
Day Rate: \$268.76 per One to One: \$18.42 p	er each 12 hour day_ per hour up to 7 hours per day		
Tuition School Year One to One			
TOTAL	\$ <u>145,158.68</u>		

GRAND TOTAL: \$ 341,621.02

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 M ⊂	issachusetts
	ss: 4/12/14 - Milford, Ma
County of \[\forall \]	NUTCESTER
Dr. Rob sworn depos	perst F. Littleton, JR., being first duly ses and says that:
1.	I am the owner, partner, officer, representative, agent or of ビルドローチャ (Contractor's Name), the at has submitted the attached agreement.
2	I am fully informed respecting the preparation and contents of the attached nd 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.
<u> </u>	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
X	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease

agreement, owes back taxes to the City of Waterbury

- X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury
- 4. The following list is a list of the names of <u>all</u> 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 Dr. Robert F. Littleton	President and Treasurer	Human Services Management Corporation	Business Services	8/29/ 1949
2				
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 NA				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

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

corporation and the names of each stockholder whose shares exceed twenty-five (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 NA			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor			
In presence of:			
Witness	Name of Partnership/Business		

By:
Address of Business
State of MUSSachusetts)) ss Milford, MM
County of MORCESTER)
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 13 day of April 2016.
My Commission Expires: B DDD
For Corporation
Witness Name of Corporate Signatory 345 Fortune Bood Mittord, MA Address of Business O1757
·
Affix Corporate Seal By: Name of Authorized Corporate Officer
2 2 2

State of Massachusetts)
iss Milford, MA
County of Wordester)
Dr. Robert F. Littleton JR being duly sworn,
deposes and says that he she is <u>Contain</u> of <u>Centers Two</u> and that he/she answers to the foregoing questions and all statements therein are true and correct.
Subscribed and sworn to before me this 2010.
My Commission Expires: 131 (Notary Public)
KERI L., MITCHELL. Notary Public COMMONWEALTH OF MARSACHUSETTS My Commission Expires

THE CITY OF WATERBURY MEMORANDUM

From:

Delinquent Tax Office

Date: April 15, 2016

To:

City of Waterbury, Office of the Corporation Counsel

Patricia Huesch, Paralegal

Subject:

Tax Clearance

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

Evergreen Center, Inc. Dr. Robert F. Littleton Jr. 345 Fortune Blvd. Milford, CT 01757

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

Very truly yours,

FC/td

Frank A. Caruso, Jr. CCMC

Revenue Collection Manager City of Waterbury



Waterbury Public Schools

ELAINE M. SKORONSKI IDEA COORDINATOR

236 Grand St. Second Floor

Waterbury, CT 06702 PHONE: 203-346-3505 FAX: 203-573-6694

April 26, 2016

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

Re:

Request for Permission to apply for the Individual with Disabilities Education Act

(IDEA) Grant.

To the Honorable Commissioners of the Waterbury Board of Education:

The Connecticut State Department of Education is accepting applications for the Individuals with Disabilities Education Act (IDEA) Grant. The grant deadline is May 13, 2016. The grant period covers 2017 and is broken down into two sections, one for all students (Section 611) and one for preschool students (Section 619), all with disabilities. The IDEA grant is a federal grant which is awarded and administered by the State Board of Education. Each district is entitled to a share of IDEA funds as determined by the State Board of Education but an annual application is required to be filed by the district.

The amount requested is determined by the State Board of Education and is the same amount that we requested last year; \$4,972,753 for Section 611 and \$137,627 for Section 619 for a total amount requested of \$5,110,380. The amount of the request is the same amount we received last year. The focus of the grant is to provide funds to local educational agencies (LEAs) to supplement the costs of providing educational services and materials to students with disabilities. A description of the grant highlights is attached for your review. I respectfully request your permission to apply for this grant.

Sincerely,

Elaine M. Skoronski

Elaine mStionora Ces

cc. Dr. Kathleen Ouellette; Doreen Biolo Mrs. Wendy Owen Ms. Suzanne Pleasant

Individuals with Disabilities Education Act (IDEA) Grant Program Connecticut State Department of Education

April 26, 2016

GRANT PROGRAM HIGHLIGHTS

Name of Grant: Individuals with Disabilities Education Act Entitlement Grant

Program

Grant Deadline: May 13, 2016

Grant Period: 2016-2018

<u>Total Funding Available</u>: Approximately \$5,110,380 for the Waterbury Public School District. The State Board of Education determines the amount of funding for each District. The funding for this grant has not increased each year, or if it did, the increase was small. The federal sequester implemented by Congress decreased the grant funds by approximately 5%. The amount received this year was not decreased by the sequester and we are requesting the same funding for this grant application.

Cost Sharing or Matching: No match is required to receive the grant funds, however the Local Educational Agency (LEA) must meet the Maintenance of Effort and Excess Cost requirements of the grant funding under federal law. In addition, the LEA must service students with disabilities in non-public schools and is required to spend a proportional share on those students. Waterbury provides services to students in non-public schools to meet the proportional share requirement.

<u>Purpose of the Grant</u>: To assist the LEA with funding needed to educate students with disabilities in the Waterbury Public Schools.

<u>Mandatory Activities</u>: No specific special education mandatory activities are required but the federal government through the State Board of Education monitors the District's special education program for compliance with the Special Education Indicators set forth by the federal and state education agencies.

<u>Planned Activities</u>: The grant funds are primarily used for paying for staff to provide instruction or related services to students with disabilities. The grant also covers some related special education costs including software programs,

supplemental services, academic materials, testing materials, assistive technology and professional development.

<u>Grant Employees</u>: The grant pays for two special education supervisors, the grant manager and most of the special education office staff and some of the District's special education teachers, behavior technicians, related service providers and paraprofessionals who provide services to students with disabilities in compliance with their individual education plans.

Budget: Of the total Grant budget request, over \$3,000,000 will be used to pay for employee salaries and benefits and approximately \$1,500,000 for the autism program. The remaining funds will be used to purchase supplemental services, instructional and administrative supplies, testing kits, assistive technology, equipment and repairs, the web-based IEP system, supplies for the Read 180 program, staff professional development and parent and student activities.

Students

5114(k) #7

Discipline/Student Conduct Policy, continued

f. Whenever a pupil is expelled pursuant to the provisions of this section, notice of the expulsion and the conduct for which the pupil was expelled shall be included on the pupil's cumulative educational record. Such notice shall be expunged from the cumulative educational record by the local or regional Board of Education if a pupil (1) graduates from high school or (2) is not expelled again or suspended one or more times during the two-year period commencing on the date of his return to school from such expulsion.

g. The Waterbury Board of Education may adopt the decision of a pupil expulsion hearing conducted by another school district. The pupil shall be excluded from school pending the expulsion period as identified by the student's previous educational facility and/or school. The excluded student may be offered an alternative educational opportunity.

4. Procedures Governing the Expungement of Expulsion Records

- a. Notice of an expulsion pursuant to C.G.S. §10-233d(f) and as set forth in section 3 of this policy, except for notice of an expulsion of pupils in grades nine through twelve, based on possession of a firearm or deadly weapon as described in subsection (a) of C.G.S. §10-233d as follows:
 - i. shall be expunged from the cumulative educational record by the local or regional board of education upon a pupil graduating from high school;
 - ii. may be expunged from the cumulative educational record by the local or regional board of education before a pupil graduates from high school if:
 - a. in the case of a pupil expelled for the first time and who has never been suspended, except for a pupil who has been expelled based on possession of a firearm or deadly weapon, for which the length of the expulsion period is shortened or the expulsion period is waived, such board determines that an expungement is warranted at the time such pupil completes the board-specified program and meets any other conditions required by such board, or
 - b. such pupil has demonstrated to such board that the conduct and behavior of such pupil in the years following such expulsion warrants an expungement.

5. Mandatory Expulsion Policy

- a. The Board of Education, in compliance with Connecticut General Statutes §10-233d, has adopted a policy under which whenever there is reason to believe that any student
 - i. on school grounds or at a school sponsored activity was in possession of a firearm as defined by law or
 - ii. off school grounds to possess a firearm or did possess or use a firearm, instrument or weapon in the commission of a crime or
 - iii. on or off school grounds offered for sale or distribution of a controlled substance, or possessed with intent to sell

shall be expelled for a period of one calendar year. The Board of Education may modify the period of expulsion for a pupil on a case by case basis. These students shall also be referred to the Criminal Justice System. Waterbury will maintain records that include: (1) the name of the school concerned; (2) the number of students expelled from the school; and (3) the type of weapons concerned. The Board of Education agrees to provide this information to the state upon request.

b. The Gun-Free Schools Act, which was re-codified as section 4141 of the No Child Left Behind Act, obligates state educational agencies that receive federal funds to require that



High School Grading/QPR

GRADUATING CLASSES OF 2016 THROUGH 2018:

FORMULA:

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

	Calculating Student Grades
60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.
20% Class work:	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.
10% Homework:	i.e. assignments independently completed outside of the classroom.

GRADING: All teachers shall develop and maintain a numerical grade for all students. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by following the applicable Board of Education grading policy. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

INTERIM REPORTS: Reports shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A copy shall be submitted to the building principal.

MAKE- UP WORK: Work missed due to absences will be completed within 10 school days upon return to school. Exceptions may be made with administrative approval.

Instruction 6146.1(b)

High School Grading/QPR, continued

GRADING SENSITIVITY: Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

HOMEBOUND INSTRUCTION: All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

EXTRA-CURRICULAR ACTIVITIES: Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Students who have not maintained a letter grade of "C-" or higher OR a 1.67 GPA during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

PASSING GRADE: The passing letter grade is "D" 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

SWITCHING NUMERIC GRADES TO LETTER GRADES:

etter Grade	Equivalent # Grade	Value
A+	97-100	2.0
A	93-96	1.9
Α-	90-92	1.8
B+	87-89	1.7
В	83-86	1.6
B-	80-82	1.5
C+	77-79	1.4
C	73-76	1.3
C-	70-72	1.2
D+	67-69	1.1
D	65-66	1.0
F*	60-64	0.5
F	below 60	0.0
E	excessive absences	0.0
in.	incomplete	0.0

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Instruction 6146.1(c)

High School Grading/QPR, continued

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer school students need to earn a total of at least 40 1.0 in credit values for the academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of "E" is given to any student that is denied credit for excessive absences.

A grade of "I" is given if the teacher determines that the student's work is incomplete. Grades of "I" can be changed by a teacher at any point during the year. Any grade of "I" that remains at the conclusion of September of the next school year will be changed to an "F".

WEIGHTING:

1. Four Levels of Academics:

- Level 4-Advanced Advanced Placement (AP) courses approved by the College Board and courses through the University of Connecticut Early College Experience (ECE) Program
- Level 3-Accelerated- ACE/ATOMS/ SOAR
- Level 2-Honors- Honors courses
- Level 1-Academic Core All other courses in the core subject and elective areas

2. Quality Points:

Total Quality Points ÷ Total Number of Courses Taken = Quality Point Ratio (QPR)

Grade Range	Academic Core	Honors	ACE/ ATOMS/ SOAR	Advanced
98-100	4.33	4.68	4.87	5.05
94-97	4.00	4.32	4.49	4.66
90-93	3.66 3.67	3.96	4.12	4.27
87-89	3.33	3.60	3.75	3.89
83-86	3.00	3.24	3.37	3.50
80-82	2.67	2.88	3.00	3.11
77-79	2.33	2.52	2.62	2.72
73-76	2.00	2.16	2.25	2.33
70-72	1.67	1.80	1.87	1.94
67-69	1.33	1.44	1.50	1.55
65-66	1.00	1.08	1.13	1.17
Below 65	0.00	0.00	0.00	0.00

3. Quality Points Ratio (QPR): This chart has been revised using a standard multiplier (8%) to create the Accelerated and Advanced Levels. This will allow for a multiplier of 4% to be used for any Accelerated Course with extended requirements. The 4% multiplier will meet the needs of all students who are in the ACE, ATOMS, and SOAR programs as well as those students who take Accelerated Level Courses with extended requirements.

Instruction 6146.1(d)

High School Grading/QPR, continued

• EXAMPLE: An ACE, ATOMS, or SOAR student in Honors Algebra I who meets the extra course requirements would receive more quality points using the 4% multiplier.

Course Level	Student Grade	QPR	With the 4% Multiplier
Accelerated	96	4.32	4.49

To determine the rank in class, the following formula is to be used to calculate QPR:

Total Quality Points + Total Number of Courses Taken = Quality Point Ratio (QPR)

4.	Carnegie Units	Meeting Times	C.U.'s Earned
	Extended courses	15 periods/per week	3.0 c.u.
	Extended courses	10 periods/per week	2.0 c.u.
	Lab Sciences courses	6 periods/per week	1.2 c.u.
	Regular courses	5 periods/per week	1.0 c.u.
	Elective courses	4 periods/per week	.8 c.u.
	½ year courses	5 periods/per week	.5 c.u.
	½ year courses	4 periods/per week	.4 c.u.

5. Class Ranking:

A student must be in attendance in the Waterbury School System for at least 3 continuous semesters (1½ years) to be considered for all academic recognition related to class rank.

6. Honor Roll:

The designation of High Honors, First Honors, and Second Honors will be determined by the student's QPR each marking period.

Highest Honors	4.0 - 5.05 QPR.
First Honors	3.5 - 3.99 QPR.
Second Honors	3.0 - 3.49 QPR.

7. Promotion and Graduation Requirements:

A student must earn five (5) Carnegie units to be promoted to the 10th grade.

A student must earn ten (10) Carnegie units and have completed the 10th grade to be promoted to the 11th grade.

A student must earn fifteen (15) Carnegie units and have completed three (3) years of high school to be promoted to the 12th grade.

Instruction 6146.1(e)

High School Grading/QPR, continued

Twenty-two (22) Carnegie Units and completion of four (4) years of high school are required for graduation. All students must follow the core curriculum as outlined by the Board of Education. Further, if a student has credits withheld due to unexcused absences, in accordance with the Board of Education attendance policy, those credits are declared unearned credits.

(Note: Graduating Class is defined as a group of students who started ninth grade for the first time and are <u>expected</u> to graduate in four years. For example, if a student started as a freshman in 2015 then their expected graduating class would be 2019.)

GRADUATING CLASSES OF 2019 AND BEYOND:

FORMULA:

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

Calculating Student Grades				
60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.			
20% Class work:	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.			
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.			
10% Homework:	i.e. assignments independently completed outside of the classroom.			

GRADING: All teachers shall develop and maintain a numerical grade for all students. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by following the applicable Board of Education grading policy. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

Instruction 6146.1(f)

High School Grading/QPR, continued

INTERIM REPORTS: Reports shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A copy shall be submitted to the building principal.

MAKE- UP WORK: Work missed due to absences will be completed within 10 school days upon return to school. Exceptions may be made with administrative approval.

GRADING SENSITIVITY: Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

HOMEBOUND INSTRUCTION: All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

EXTRA-CURRICULAR ACTIVITIES: Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Students who have not maintained a letter grade of "C-" or higher OR a 1.67 GPA during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

PASSING GRADE: The passing letter grade is "D" 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

SWITCHING NUMERIC GRADES TO LETTER GRADES:

Letter Grade	Equivalent # Grade	Value
A+	97-100	2.0
A	93-96	1.9
Α-	90-92	1.8
B+	87-89	1.7
В	83-86	1.6
B-	80-82	1.5
C+	77-79	1.4
C	73-76	1.3
C-	70-72	1.2
D+	67-69	1.1
D	65-66	1.0
F*	60-64	0.5
F	below 60	0.0
E	excessive absences	0.0
	incomplete	0.0

Instruction 6146.1(g)

High School Grading/QPR, continued

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer school students need to earn a total of at least 40 1.0 in credit values for the academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of "E" is given to any student that is denied credit for excessive absences

A grade of "I" is given if the teacher determines that the student's work is incomplete. Grades of "I" can be changed by a teacher at any point during the year. Any grade of "I" that remains at the conclusion of September of the next school year will be changed to an "F".

GRADE WEIGHTING & CLASS RANKING: Students are provided with a non-weighted Grade Point Average and a weighted Quality Point Ranking (QPR) at the end of each academic year, excluding senior year. Final senior GPAs and QPRs will be determined after seven semesters. GPA (non-weighted) ranges from 4.33 to 0 and is an indicator of academic success; QPR (weighted) ranges from 15.5 to 0 and is an indicator of average academic rigor. In each case, the higher the numeric value, the more successful the academic performance.

OVERALL GRADE POINT AVERAGE: An overall GPA will be calculated based on the un-weighted arithmetic average of grades in all courses, using numerical grade values as follows:

$$A+=4.33 \qquad B+=3.33 \qquad C+=2.33 \qquad D+=1.33 \\ A=4.0 \qquad B=3.0 \qquad C=2.0 \qquad D=1.0 \\ A-=3.67 \qquad B-=2.67 \qquad C-=1.67 \qquad F=0.00$$

$$Overall\ GPA = \frac{\sum (Course\ Credit)*(Course\ GPA)}{\sum Course\ Credits}$$

QUALITY POINT RANKING (QPR)/CLASS RANK: The Waterbury Public School System believes it is necessary and important to provide differentiated quality points for the purpose of weighting its academic course offerings at the high school. The current curriculum contains a wide variety of courses at various levels of academic challenge. Students are allowed considerable choice and are encouraged to strive for academic excellence. Grade weighting encourages and reward students for selecting courses at more challenging levels of difficulty.

Quality points are the weights that are assigned to courses in order to communicate their differing academic challenge. Weights assigned to academic courses communicate the level of academic challenge inherent in each course to students and their parents; therefore, the weights assigned help students to make more appropriate course selections. Additional weights assigned to college preparatory courses recognize that more challenging courses require advanced levels of work; therefore, advanced courses have higher course weights.

High School Grading/QPR, continued

A grade weighting/class ranking system shall be implemented for the high schools as follows:

Gra	ade Rang	ge	Advanced	Accelerated	Hanars	Agadamia Cara
Min	Max		AP/UCONN	ACE/ATOMS/SOAR	Honors	Academic Core
97	100	A+	15.5	14	13	11
93	96	A	14.5	13	12	10
90	92	A -	13.5	12	11	9
87	89	B+	12.5	11	10	8
83	86	₽	11.5	10	9	7
80	82	₽-	10	9	8	6
77	79	C+	9	8	7	5
73	76	E	8	7	6	4
70	72	e-	7	6	5	3
67	69	Đ+	6	.5	4	2
65	66	Ð	5	4	3	1
Belo	w 65	F	0	0	0	0
			187	36 ATT (10 1/1)	\	

All grades shall be rounded to the nearest whole number

$$Overall\ QPR = \frac{\sum (Couse\ Credit)*(Course\ QPR)}{\sum Course\ Credits}$$

HONOR ROLL: The designation of High Honors and Honors will be based on GPA each marking period.

High Honor Roll: GPA at least 3.67 or above (at least an A- and above)

Average of 90 or above and no individual grade below 80 Honor Roll: GPA at least 3.00 – 3.66 (at least a B to B+)

Average of 80-89 and no individual grade below 70

(Note: Graduating Class is defined as a group of students who started ninth grade for the first time and are <u>expected</u> to graduate in four years. For example, if a student started as a freshman in 2015 then their expected graduating class would be 2019.)

(cf. 6146 - High School Graduation Exit Criteria)

Legal Reference:

Connecticut General Statutes

10-220g. Policy on weighted grading for honors and advanced placement classes.

Policy adopted by the Waterbury Board of Education on March 7, 2013, revised on May 7, 2015, revised on October 1, 2015, and _____

Proposed Waterbury Arts Magnet School Bell Schedule 8 Period Day - Single Shift

7:20	Teacher arrival
7:40-8:23	1
8:26-9:11	2(Includes 2 minutes for HR announcements)
9:14-9:57	3
10:00-10:43	4
Period 5:	
10:46-11:06	Café A
11:09-11:29	Café B
11:32-11:52	Café C
11:55-12:38	6
12:41-1:24	7
1:27-2:10	8
2:20	Teacher dismissal

WENDELL CROSS ELEMENTARY SCHOOL WATERBURY, CONNECTICUT



CONCEPTUAL DESIGN ESTIMATE: ORDER OF MAGNITUDE

ADDITIONS & RENOVATIONS

April 7, 2016

PROJECT COST SUMMARY

No. of Students:	550
New Construction (GSF):	43,600
Renovation (GSF):	44,200
Total Project GSF:	87,800

WENDELL CROSS ELEMENTARY SCHOOL				
				April 7, 2016 CONCEPTUAL DESIGN ESTIMATE: ORDER OF
DESCRIPTION	QTY	U/M	COST U/M	MAGNITUDE
INSTRUCTION COSTS				
1. ABATEMENT	8=8			-
A. ASBESTOS ABATEMENT	44,200	SF	5.50	243,100
B. PCB ABATEMENT - ALLOWANCE	44,200	SF	11.00	486,200
2. SITE SCOPE	-			-
A. SITE: STD FLAT WORK =\$2.6M, RETAINING WALLS & IMPORTED FILL= \$3.93M	9.24	AC	706,623	6,529,200
B. PLAY GROUND AT THE COURT YARD - 2 EACH	2	EA	150,000	300,000
3. BUILDING SCOPE	120			
A. NEW BUILDING ADDITION	43,600	SF	286.47	12,490,200
B. RENOVATIONS OF THE EXISTING BUILDING	44,200	SF	170.00	7,514,000
4. PHASING:	1	LS		150,000
TRADE SUBTOTAL:	87,800	GSF	\$ 315.63	\$27,712,700
NET SF	85,166	NSF		
5. BUILDING PERMIT FEE (ASSUMED WAIVED BY MUNICIPALITY)				WAIVED
6. C.M. REIMBURSABLES	32	MO		2,016,000
SUBTOTAL:				2,016,000
CALATION, CONTINGENCY				70 *0
DESIGN / ESTIMATE CONTINGENCY ESCALATION - BID DATE: APRIL 2018, 24 MO., 3.0 % / YR	10.00% 6.00%			2,771,270
3. CMR - GMP CONTINGENCY	5.00%			1,829,038 1,486,435
SUBTOTAL:				6,086,743
A. FEES				5.5 1 .000 1
1. PRE-CONSTRUCTION PHASE	1	LS		125,000
2. CONSTRUCTION PHASE	2.00%			719,209
SUBTOTAL:				844,209
I. / G.C. BOND & INSURANCE				V
PERFORMANCE & PAYMENT BOND INSURANCE GL/PL	0.75% 0.85%			274,947 311,607
SUBTOTAL:	0.0070			586,554
TOTAL ESTIMATED CONSTRUCTION COSTS	0 100000		\$424.22	\$37,246,206
VNERS ESTIMATED "SOFT" COSTS - TO BE CONFIRMED BY TOWN				TO AND COMPANY MEDIT (CHICAGO & ACCORDING
LAND ACQUISITION, APPRAISALS				-
2. MISCELLANEOUS ADMINISTRATION COSTS	32	MO	1,000	32,000
A. GOOD JOBS ADMINISTRATOR 3. ARCHITECT / ENGINEER FEES, CONSULTANTS	6 500/	LS	A Proposition (N. SACOSON)	115,000
A. A/E REIMBURSABLES	6.50%			2,421,003 90,000
B. A/E FEES, CONSULTANTS (CONSTRUCTION SERVICES)	ì			IN ABOVE
4. ASBESTOS CONSULTANT				110,000
5. SURVEYS, BORINGS, GEOTECHNICAL REPORT				35,000
TRAFFIC STUDY TESTING, INSPECTIONS, SPECIAL INSPECTIONS				5,000
				150,000 15,000
	ľ			10,000
INDEPENDENT STRUCTURAL REVIEW INDEPENDENT CODE COMPLIANCE REVIEW	1			N/A
8. INDEPENDENT STRUCTURAL REVIEW		95565 (17)1181 (17)7 (18)7 (17)	1 1	18.000
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING				
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT	550	STDT	1,700	935,000
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT	1	LS		935,000 93,500
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM	1 87,800	LS SF	1.00	935,000 93,500 87,800
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8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM	1 87,800 550 1 87,800	LS SF STDT	1.00 1,600	935,000 93,500 87,800 880,000 88,000 175,600
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM 16. BUILDER'S RISK INSURANCE	1 87,800 550 1 87,800 0.27%	LS SF STDT LS SF	1.00 1,600 25,000 2.00	935,000 93,500 87,800 880,000 175,600 100,565
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM 16. BUILDER'S RISK INSURANCE 17. MOVING EXPENSES, STORAGE	1 87,800 550 1 87,800 0.27% 87,800	LS SF STDT LS SF	1.00 1,600 25,000 2.00	935,000 93,500 87,800 880,000 88,000 175,600 100,565 114,140
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM 16. BUILDER'S RISK INSURANCE 17. MOVING EXPENSES, STORAGE 18. BONDING COSTS - ALLOWANCE 19. INTERIM FINANCING	1 87,800 550 1 87,800 0.27%	LS SF STDT LS SF	1.00 1,600 25,000 2.00	935,000 93,500 87,800 880,000 175,600 100,565 114,140
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM 16. BUILDER'S RISK INSURANCE 17. MOVING EXPENSES, STORAGE 18. BONDING COSTS - ALLOWANCE	1 87,800 550 1 87,800 0.27% 87,800	LS SF STDT LS SF SF LS	1.00 1,600 25,000 2.00 1.30	935,000 93,500 87,800 880,000 88,000 175,600 100,565 114,140 150,000 75,000
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8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM 16. BUILDER'S RISK INSURANCE 17. MOVING EXPENSES, STORAGE 18. BONDING COSTS - ALLOWANCE 19. INTERIM FINANCING 20. STATE PERMIT FEE (0.26/1000 OF CONST. COST) 21. COMMISSIONING (FUNDAMENTAL) / CTHPB 22. OWNERS CONTINGENCY, 5% OF TOTAL PROJECT	1 87,800 550 1 87,800 0.27% 87,800 1 1 0.26	LS SF STDT LS SF SF LS LS /K	1.00 1,600 25,000 2.00 1.30 150,000 75,000	
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM 16. BUILDER'S RISK INSURANCE 17. MOVING EXPENSES, STORAGE 18. BONDING COSTS - ALLOWANCE 19. INTERIM FINANCING 20. STATE PERMIT FEE (0.26/1000 OF CONST. COST) 21. COMMISSIONING (FUNDAMENTAL) / CTHPB	1 87,800 550 1 87,800 0.27% 87,800 1 1 0.26 87,800	LS SF STDT LS SF SF LS LS /K	1.00 1,600 25,000 2.00 1.30 150,000 75,000	935,000 93,500 87,800 880,000 88,000 175,600 100,565 114,140 150,000 75,000 9,684 131,700
8. INDEPENDENT STRUCTURAL REVIEW 9. INDEPENDENT CODE COMPLIANCE REVIEW 10. HISTORICAL CONSULTANT 11. PRINTING, MAILING, ADVERTISING 12. FURNITURE, EQUIPMENT A. FF&E CONSULTANT 13. TELEPHONE SYSTEM 14. TECHNOLOGY A. TECHNOLOGY CONSULTANT 15. SECURITY SYSTEM 16. BUILDER'S RISK INSURANCE 17. MOVING EXPENSES, STORAGE 18. BONDING COSTS - ALLOWANCE 19. INTERIM FINANCING 20. STATE PERMIT FEE (0.26/1000 OF CONST. COST) 21. COMMISSIONING (FUNDAMENTAL) / CTHPB 22. OWNERS CONTINGENCY, 5% OF TOTAL PROJECT	1 87,800 550 1 87,800 0.27% 87,800 1 1 0.26 87,800 5.00%	LS SF STDT LS SF SF LS LS /K	1.00 1,600 25,000 2.00 1.30 150,000 75,000	935,000 93,500 87,800 880,000 88,000 175,600 100,565 114,140 150,000 75,000 9,684 131,700 2,200,623

Existing Conditions



MILONE & MACBROOM

Site Area = 9.24 Acres

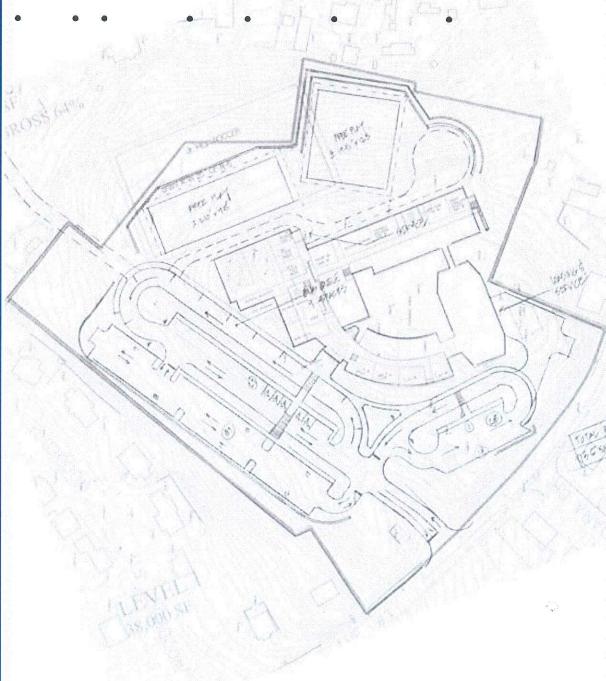
Wendell Cross Elementary School 1255 Hamilton Ave, Waterbury, CT 06706

I inch = 60 feet



Site Plan –



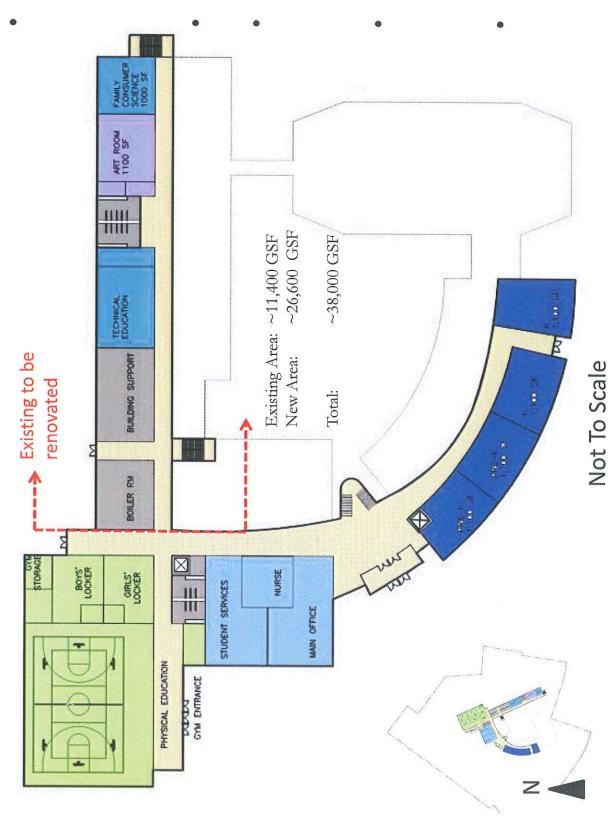


- Separate bus loop and parent drop off
- Queue for 9 buses
- 25 parking spaces at parent drop loop facilitates PreK & K drop off
 - Approximately 135 total parking spaces
- parking spaces 210' x 75' and 135' x 125' multi-purpose free play grassed areas
- Significant retaining walls at perimeter of parking and grassed areas required to make site development viable Possible option for one-way
 - Possible option for one-way bus drive through site to RT 69, with additional site acquisition



Lower Floor Plan





New two story wing built into site slope creates new façade making the school more prominent in the community

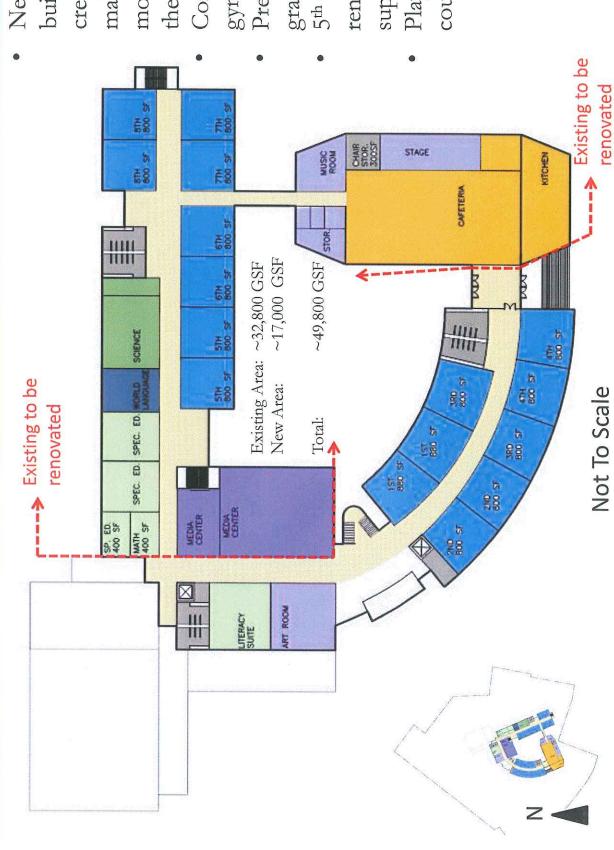
New gym adjacent to field

Prominent main entry on lower level at grade with bus loop and parking Main office has

excellent
supervision of site
and main entry
PreK & K on lower
level immediately
adjacent to parent
drop off parking

Upper Floor Plan





New two story wing built into site slope creates new façade making the school more prominent in the community
Convert existing gym to cafeteria
PreK through 4th grade in new wing 5th through 8th in renovated wing with support spaces
Playgrounds in courtyard



Basic Material Descriptions

Site Construction

- Heavy duty pavement at all bus lanes
- Guardrails at perimeter of parking areas and drive aisles
- Concrete walks with integral CIP concrete curbs
- CIP concrete curbs elsewhere
- Large retaining walls at parking and field based on segmental concrete block retaining walls, similar to "International Gravity Wall/ Reinforced Wall" by Redi-Rock

Building Construction

- Steel braced frame with steel deck and composite concrete slabs
- Masonry veneer wall construction with CMU backup at exterior walls
- Membrane roof system with 20 yr. warranty
- Aluminum storefront punched windows, some curtain wall at entrances and stairwells
- Interior partitions:
- CMU at corridors, stairwells, public rest rooms, locker rooms, building support, kitchen
- Metal stud & gypsum board at classroom demising walls, offices
- Metal lockers in corridors, in-room cubbies for PreK and K





MEMORANDUM

TO:

Board of Education Commissioners

FROM:

John Cross, School Inspector

SUBJECT:

Proposed Agreement with Northeast Building Group for Walsh Elementary School

Turnaround Grant #2 – Nurse Suite Relocation & Cosmetic Restroom Upgrade

DATE:

April 21, 2016

Attached, for Board of Education (BOE) approval, is a copy of the Agreement between the City of Waterbury, CT and Northeast Building Group for the Walsh Elementary School Nurse Suite Relocation and Cosmetic Restroom Upgrade. Complete plans and specifications listed as contract attachments are available for viewing at the Board of Education Clerk's office. The project includes conversion of the existing Faculty Lounge to Nurse Suite including painting, cabinetry, privacy curtains, toilet accessories and furnishings to the new Nurse Suite. Existing toilet rooms will receive new paint finishes, acoustical ceiling tile (1st floor), toilet partitions and toilet accessories.

Northeast Building Group (bid as Garsan Construction) was selected as the lowest responsible bidder following a bid solicitation (ITB# 5377), by the Waterbury Purchasing Department. A total of seven (7) bids were received, ranging from \$119,866 to \$382,400, the bid tabulation is attached. The lowest responsible bidder, Northeast Building Group submitted a bid of \$119,866 and included all the work outlined in the solicitation. The Department of Education has no prior previous experience with this contractor.

The total value of this agreement is \$119,866 (base bid of \$107,000 + contingency of \$10,700 + \$2,166 Alt 1 Exhaust Grille/Fin Tube Covers) and includes all the services requested in the ITB. The agreement schedule calls for Substantial Completion by July 29, 2016 and Final Completion by August 19, 2016. Northeast Building Group will warranty their work associated with the construction for a period of one year in accordance with the agreement. The costs for this Agreement are funded by the State of Connecticut's Turnaround School Grant.

I will be present at the April 28, 2016 BOE Workshop meeting to address any questions you might have regarding this matter.

JC/ms

Enclosures

cc:

Robert Brenker, Director of Personnel – Education

Linda Wihbey, Corporation Counsel Michael LeBlanc, Finance Director

Mark Sedensky, Program Manager O&G Industries, Inc.

File

Bid Tab ITB 5377- Walsh Nurse Suite & Cosmetic Restroom Upgrade Bid Date 3/22/16, 1:30pm	ade	_	(0	/	/	
Juyor osdunis Juyor	Son Co, Inc.	Anora Senstruction Inc. Allono Senstruction Inc.	noise source spielosia	JA. Rosa Construction, U.C.	noitouriscoo sugravio	27. Construction, LLC
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13,850.00	00.002	0.00 10,700.00	20,200.00	17,017.00	33,400.00	26,100.00
152,350.00	201,000.00	0.00 117,700.00	222,200.00	187,194.00	367,400.00	292,200.00
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18,000.00	12,500.00	0.00 2,166.00	12,000.00	2,533.00	15,000.00	2,200.00
170,350.00	213,500.00	0.00 119,866.00	234,200.00	189,727.00	382,400.00	294,400.00
8,500.00	19,500.00	24,177.00	32,900.00	28,882.00	16,000.00	5,700.00
18,900.00	24,600,00	0.00 21,384.00	42,900,00	25,003,00	28,000,000	7,000.00
1,2		1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
Yes		Yes	Ýes	Yes	Yes	Yes
Yes		Yes	Yes	Yes	Yes	Yes

CONSTRUCTION CONTRACT

for

WALSH ELEMENTARY SCHOOL TURNAROUND GRANT #2 – NURSE SUITE RELOCATION & COSMETIC RESTROOM UPGRADE

between City of Waterbury and Northeast Building Group, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Northeast Building Group, Inc. located at 5 Northfield Road, Wallingford, CT 06492, a State of Connecticut duly registered domestic corporation (the "Northeast").

WHEREAS, Northeast submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5377 for Walsh Elementary School Turnaround School Grant #2 Nurse's Suite Relocation & Cosmetic Restroom Upgrade; and,

WHEREAS, the City accepted Northeast's bid for ITB Number 5377; and

WHEREAS, the City desires to obtain Northeast's services for CONSTRUCTION OF THE PROJECT pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Scope of Services. Northeast shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.
 - 1.1. The Project consists of Walsh Elementary School Turnaround School Grant #2 Nurse's Suite Relocation & Cosmetic Restroom Upgrade, with work to consist of conversion of the existing Faculty Lounge into a Nurse Suite and cosmetic renovations to the student bathrooms at Walsh School, located at 55 Dikeman Street Waterbury, CT 06704 as detailed and described in the Bid Documents in Attachment A and are hereby made material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by Northeast as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. Project plans, specifications, drawings A01,A04, A05, A06,A10,A11,MD1,M1,M2, M3, M4, supplemental conditions (Attached hereto.)
- ii. Bid Forms, including the City's Bid documents and Northeast's responses (Attached hereto.)
- iii. Bid Addenda: #1, dated 3/11/16; #2 dated 3/16/16; #3 dated 3/18/16 (Attached hereto.)
- iv. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- vi. Performance Bond and Payment Bond Certificates of Insurance
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances
- viii. All permits and 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 Northeast. 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. Contract Amendment(s) and Change Orders
 - ii. Contract
 - iii. Contractor's Bid Form
 - iv. Federal, State, and local laws, regulations, charter and ordinances
 - v. Technical Specifications
 - vi. Drawings
- 2. Representations Regarding Qualification and Accreditation. Northeast represents that its employees are licensed to perform the scope of work set forth in this Contract. Northeast further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.
 - 2.1. Representations regarding Personnel. Northeast represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship

with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by Northeast or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

- 2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.
- 3. Responsibilities of Northeast. Northeast agrees to properly implement the services required in the manner herein provided. Northeast shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:
 - **3.1. Due Diligence Obligation. Northeast** acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. Northeast hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:
 - 3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of Northeast to complete Due Diligence prior to submission of its bid proposal shall be borne by Northeast. Furthermore, Northeast had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;
 - 3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
 - **3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

- 3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event Northeast failed to disclose any such new cost prior to the submittal of its bid, Northeast hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;
- 3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;
- 3.1.6 it has given the City written notice of any conflict, error or discrepancy that Northeast discovered in the City's bid documents and other documents for ITB Number 5377 (collectively "Bid Documents");
- **3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;
- **3.1.8.** it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;
- 3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and
- **3.1.10** Northeast shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.
- **3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required

- to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- 3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of Northeast to secure, provide and maintain at Northeast's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, Northeast shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.
- 3.4. Working Hours. To the extent Northeast is required to be on City property to render Northeast's services hereunder, Northeast shall coordinate its schedule so that work on and at the Project site is performed during the hours of 3:00 p.m. and 10:00 p.m. Monday through Friday unless prior written permission is obtained from the City to work during other times. This provision shall not excuse Northeast from timely performance under the Contract.
- 3.5. Cleaning Up. Northeast shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Northeast.
- **3.6.** Publicity. Northeast agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- 3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in Northeast's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by Northeast shall be made only with the prior written consent of an authorized representative of the City's Using Agency.
 - **3.7.1** In carrying out the Project, Northeast must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

- 3.8. Contractor's Employees. Northeast shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. Northeast shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.
- 3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. Northeast shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.
- **3.10.** Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and Attachment A, NorthEast shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of Northeast's obligations under this Contract.
- **3.11.** Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and Attachment A, NorthEast shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of Northeast's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.
- 3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by Northeast shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.
- **3.13.** Review by the City. Northeast shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- 3.14. Records Maintenance. Northeast 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 Northeast's demand for payment.

- 4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide Northeast with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by Northeast 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 Northeast for the purpose of carrying out the services under this Contract.
 - **4.1**. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.
 - **4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, Northeast shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. Northeast shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.
- 5. Contract Time. Northeast shall Substantially Complete all work and services required under this Contract by <u>July 29, 2016</u> and shall reach Final Completion by <u>August 19, 2016</u> ("Contract Time").
 - **5.1.** Time is and shall be of the essence for all Project Milestones, Substantial Completion Date and the Final Completion Date for the Project. Northeast further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Northeast and City, that the Contract Time is reasonable for the completion of the Project.
 - **5.2.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, Northeast shall submit for the City's written approval a construction progress schedule. On a monthly basis, Northeast shall deliver to the City a written status report setting forth an analysis and critique of Northeast's compliance with said schedule.
 - 5.3. Northeast shall pay to the City the sum of One Thousand Dollars (\$1,000) per calendar day for each and every calendar day for which Northeast is in default in completing the work beyond the time for Substantial Completion and/or Final

Completion set forth in this Article 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due Northeast under this Contract.

- 6. Compensation. The City shall compensate Northeast for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to Northeast prior to bidding. No claims for additional compensation will be considered on account of failure of Northeast to completely inform itself as required herein above.
 - 6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to Northeast shall not exceed ONE HUNDRED and NINETEEN THOUSAND EIGHT HUNDRED and SIXTY SIX DOLLARS (\$119,866) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in Attachment A's "Contractor's Bid, dated March 16, 2016", which is summarized below:
 - i. \$107,000 (Base Bid)
 - **ii.** \$ 10,700 (Contingency)
 - iii. \$ 2,166 (Alternate #1)

\$119,866 = Total

- 6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage 5% percent of any payment (or monetary sum otherwise required by law) owed to Northeast to be withheld from payments to Northeast otherwise payable to Northeast until such time as Northeast's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to Northeast's failure to comply with provisions of this Contract.
- **6.3. Limitation of Payment.** Compensation to Northeast is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of Northeast's invoices for payment and review of Northeast's work.
 - **6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

- **6.3.2** Northeast 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 Northeast, in an amount equaling the sum or sums of money Northeast and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.
- **6.4. Bid Costs.** All costs of Northeast in preparing its bid for **ITB Number** 5377 shall be solely borne by Northeast and are not included in the compensation to be paid by the City to Northeast under this Contract or any other agreement.
- 6.5. Payment for Services, Materials, Appliances, Employees. Northeast shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. Northeast shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, Northeast shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.
- **6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until Northeast, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as Northeast has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Northeast 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, Northeast shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- **6.7.** Contractor's Certificate of Completion. Upon Northeast's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, Northeast shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.
- **6.8. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No

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

- **6.9.** Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, Northeast shall:
 - **6.9.1** Submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

- 7. Warranty of Northeast. Northeast warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. Northeast warrants that none of its work shall be defective. Northeast shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or Attachment A.
 - 7.1. Northeast further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. Northeast shall supply to the City copies of any written manufacturer's warranties and guarantees. Northeast's foregoing warranty obligations are in addition to, and not a

limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

- **8.1.** City beneficial use of Project equipment, materials, site-work, etc. prior to Northeast's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from Northeast to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- **8.2.** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- **8.3.** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, Northeast shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

- 9.1. Northeast shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom, and (ii) are caused in whole or in part by any willful or negligent act or omission of Northeast, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- **9.2.** In the event this Contract and/or Northeast's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, Northeast shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.
- **9.3.** In any and all claims against the City or any of its boards, agents, employees or officers by any employee of Northeast, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the

indemnification obligation under Paragraphs 9.1 and 9.2, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Northeast or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- **9.4.** Northeast expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Northeast, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- **9.5.** Royalties and Patents. Northeast shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Northeast shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by Northeast and as to any award made thereunder.
- 10. Contract Bonds. Northeast shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

- 11.1. Northeast shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by Northeast and such insurance has been approved by the City. Northeast shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 11.2. At no additional cost to the City, Northeast 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 Northeast's obligation under this Contract, whether such obligations are Northeast'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.

CONSTRUCTION CONTRACT for Walsh Elementary School Turnaround School Grant #2 Nurse's Suite Relocation & Cosmetic Restroom Upgrade between City of Waterbury and Northeast Building Group.

- 11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Northeast:
 - 11.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

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

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

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

11.4.3 Workers' Compensation: Statutory Limits within the State of

Connecticut: Employers' Liability:

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

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

- 11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate.
- 11.4.5 Builder's Risk Insurance: Not Applicable

CONSTRUCTION CONTRACT for Walsh Elementary School Turnaround School Grant #2 Nurse's Suite Relocation & Cosmetic Restroom Upgrade between City of Waterbury and Northeast Building Group.

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

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

- 11.5. Failure to Maintain Insurance: In the event Northeast fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset Northeast's invoices for the cost of said insurance.
- 11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from Northeast at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 11.7. Certificates of Insurance: Northeast's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, program manager. and any other person acting under, through or for them 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 noncontributory insurance and the coverage and limits provided under Northeast'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, Northeast 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 on 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. Northeast must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.
- 11.8. No later than thirty (30) calendar days after Contractor receipt, Northeast shall deliver to the City a copy of Northeast's insurance policies and endorsements and riders.

- Conformance with Federal, State and Other Jurisdictional Requirements. By 12. executing this Contract, Northeast 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 Northeast 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 OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.
 - 12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Northeast for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Northeast remains liable, however, for any applicable tax obligations it incurs. Moreover, Northeast represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.
 - 12.2. Labor and Wages-Federal and State. Northeast and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
 - 12.2.1 Northeast is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic. laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

- 12.2.2 Northeast is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.
- 12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, Northeast represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

- **12.4.1** Definitions For purposes of this paragraph:
- i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.
- ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

- iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.
- 12.4.2 Northeast and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.
- 12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.
- 12.4.4 Set-Aside requirements Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:
 - i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
 - ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.
- 12.4.5 Failure of Northeast or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.
- 13. Discriminatory Practices. In performing this Contract, Northeast shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City

and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

- 13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.
- 13.2. Equal Opportunity. In its execution of the performance of this Contract, Northeast 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. Northeast agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action.

- 13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:
- (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:
 - (1) Northeast agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and Northeast further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

- (2) Northeast agrees, in all solicitations or advertisements for employees placed by or on behalf of Northeast, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
- (3) Northeast agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of Northeast's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) Northeast agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and
- (5) Northeast agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Northeast as relate to the provisions of this section and section 46a-56, as amended by this act.
- (b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, Northeast agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

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

- (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:
 - (1) Northeast agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) Northeast agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has

a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of Northeast's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (3) Northeast agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) Northeast agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Northeast which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

- 14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.
 - 14.1.1 Northeast and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, Northeast does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on Northeast and each Subcontractor by the Good Jobs Ordinance.
 - **14.1.2** Failure of Northeast or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.
 - 14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.
 - **14.1.4 Definitions.** For purposes of this paragraph:
 - i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
 - ii. "Apprentice" shall be defined as it is in the Good Jobs

 Page 20 of 42

Ordinance.

- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include Northeast's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.
- **14.1.5** Hiring Goals. If this Agreement requires Northeast to perform work on a Covered Project, Northeast and each Subcontractor shall have as its hiring goals:
 - i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
 - ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
 - iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
 - iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
 - v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
 - vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.
- **14.1.6** Good Faith Efforts. Northeast and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

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

- 14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, Northeast shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how Northeast, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, Northeast must attend a mandatory "preconstruction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this preconstruction meeting.
- 14.1.8 Other Contractor Obligations. In addition to the foregoing, Northeast shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. Northeast shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.
 - i. Northeast shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.
 - ii. Northeast shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.
 - iii. Northeast shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period.

 Page 22 of 42

Moreover, Northeast shall require each Subcontractor to create weekly certified payroll records.

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

14.2 Liquidated Damages Applicable To Section 14.1

- **14.2.1** If the City finds that Northeast, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:
 - i. issue a written notice to Northeast specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
 - ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, Northeast shall, for each failure by Northeast or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.
- 14.2.2 If the City finds that Northeast, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period Northeast shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.
- 14.2.3 The City shall provide Northeast with an invoice identifying all sums due the City, as liquidated damages, as a result of Northeast or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.
- **14.2.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.
- 14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that Northeast has with Subcontractors and Northeast is obligated

hereunder to enforce compliance in such Contracts with Subcontractors.

- 14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.
- 15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and Northeast shall then be required to comply with the following (referred to as the "Section 3 clause"):
 - 15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - **15.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - 15.3. Northeast agrees to send to each labor organization or representative of workers with which Northeast has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Northeast's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 15.4. Northeast 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. Northeast will not subcontract with any subcontractor where northeast has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
 - 15.5. Northeast will certify that any vacant employment positions, including training

positions, that are filled (i) after Northeast 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 Northeast's obligations under 24 C.F.R. part 135.

- **15.6.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

- 16.1. Termination of Contract for Cause. If, through any cause, Northeast shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Northeast shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to Northeast of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to Northeast specifying the effective date of such termination at least five (5) business days before the effective date of such termination.
 - 16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by Northeast under this Contract shall, at the option of the City, become the City's property, and Northeast shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.
 - 16.1.2 Notwithstanding the above, Northeast shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Northeast, and the City may withhold any payments to Northeast for the purpose of setoff until such time as the exact amount of damages due the City from Northeast is determined.

- 16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to Northeast. If this Contract is terminated by the City as provided herein, Northeast 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 Northeast covered by this Contract, less payments of compensation previously made.
- 16.3. Termination for Non-Appropriation or Lack of Funding. Northeast acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Northeast therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, Northeast hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.
 - 16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Northeast.
 - 16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Northeast for the agreed to level of the products, services and functions to be provided by Northeast under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Northeast, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.
 - **16.3.3** No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate northeast for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Northeast shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights

in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Northeast shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate northeast for such terminated products unless payment is otherwise approved by the City prior to such termination. Northeast shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

- 16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay labor, services, equipment, materials, reports, plans, Northeast for all specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and Northeast shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Northeast 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 Northeast may negotiate a mutually acceptable payment to Northeast for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.
- **16.4.3** Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.
- 16.4.4 Delivery of Documents. In the event of termination, (i) Northeast 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 Northeast for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).
- 17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:
 - 17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

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

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

- 18. Subcontracting. Northeast shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of Northeast's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Northeast 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 Northeast from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.
 - **18.1.** Northeast shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Northeast.
 - 18.2. Northeast is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by Northeast or subcontractor responsible for such failure or neglect.
 - **18.3.** Northeast shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.
- 19. Assignability. Northeast 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 Northeast from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- **20. Audit.** The City reserves the right to audit Northeast'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, Northeast shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

- 21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- 22. Interest of Contractor. Northeast 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. Northeast further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and Northeast, and must comply with the City's Charter and Code of Ordinances.
- 24. Independent Contractor Relationship. The relationship between the City and Northeast is that of client and independent contractor. No agent, employee, or servant of Northeast shall be deemed to be an employee, agent or servant of the City. Northeast shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.
- 25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- **26. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.
- 27. Changes in the Project: Change Orders.
 - **27.1. Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by Northeast, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions

and services to be performed by Northeast under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 Northeast's Response to a Change Request.

- i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, Northeast shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. Northeast's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii. To the extent that additional cost or cost savings result from a change in required products, Northeast shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and Northeast. Similarly, if the change request is expected to result in a reduction in products required to perform the services, Northeast's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.
- **27.2.2 City's Acceptance of Change Request.** If the City accepts Northeast's proposal, the City shall issue a change order referencing Northeast's proposal and both parties shall sign the change order. Northeast shall not implement any change request until the City has issued a valid, properly executed, change order.
- **27.2.3 City's Rejection of Change Request.** If the City does not accept Northeast's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to Northeast's response to the modified change request.
- **27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent

with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

- 27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.
- 28. Conflicts or Disputes. This Contract represents the concurrence between the City and Northeast and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's ITB Number 5377 and (ii) Northeast's Bid response to ITB Number 5377, dated March 16, 2016. Said historical documents are attached hereto as part of Attachment A.
 - 28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
 - **28.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.
- 29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Northeast agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, Northeast shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.
- 30. Binding Contract. The City and Northeast each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- 31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

- **32. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Northeast, 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:

Northeast Building Group, Inc.

5 Northfield Road Wallingford, CT 06492

City:

City of Waterbury City Hall Building 235 Grand Street Waterbury, CT 06702

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

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

- **34.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular

matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

- **34.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- **34.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- **34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- **34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- **34.9.** Northeast is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- 34.10 Northeast 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 the City at Clerk's web 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 ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- **34.11.** Northeast is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.
- **34.12**. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- **34.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

- 34.14. PROHIBITION AGAINST CONTINGENCY FEES. Northeast hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- **34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to Northeast set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.
- **35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:
 - **35.1** Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
 - 35.2 <u>Bid or Proposal</u>: The form on which the bidder is to submit a bid for the Work contemplated.
 - 35.3 <u>Bidder</u>: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
 - **35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
 - 35.5 <u>Construction Supervisor</u>: An employee of the City of Waterbury, or other City duly authorized person.
 - 35.6 <u>Contract Time</u>: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
 - 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
 - 35.8 <u>Final Completion</u>: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally

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

35.19 Using Agency:

Waterbury Public Schools Chase Municipal Building 236 Grand Street, 1st Floor Waterbury, CT 06702

[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:	NORTHEAST BUILDING GROUP, INC.
	By:
	Ĭts
	Date:

ATTACHMENT A

- i. Project plans, specifications, drawings A01,A04, A05, A06,A10,A11,MD1,M1,M2, M3, M4, supplemental conditions
- ii. Bid Forms, including the City's Bid documents and Northeast's responses
- iii. Bid Addenda: #1dated 3/11/16; #2 dated 3/16/16; #3 dated 3/18/16



MEMORANDUM

TO:

Board of Education

FROM:

Mark Sedensky, Program Manager, O&G Industries, Inc.

Em

SUBJECT:

Proposed Agreement Amendment No. 1 between the City of Waterbury, CT and Newfield

Construction, Inc.

Kennedy High School Addition & Alterations - Athletic Field Improvements

DATE:

April 22, 2016

Attached, for Board of Education (BOE) approval, is a copy of the Agreement Amendment No. 1 between the City of Waterbury, CT and Newfield Construction, Inc. for construction of the Kennedy High School athletic field improvements project. Complete plans and specifications listed as contract attachments are available for viewing at the Board of Education Clerk's office. The additional construction services will be provided for a cost not to exceed \$1,421,811. Staffing and reimbursable costs are in accordance with the original contract, actual construction costs will be based on public bidding of the field construction.

On December 7, 2013 the City of Waterbury entered into an Agreement with Newfield Construction, Inc. (NCI) for Construction Manager services related to the Kennedy High School Additions & Alterations Project. The Construction Manager services were outlined in the City's Request for Proposal (RFP) #4816 and based upon a predetermined project scope; a classroom addition, various interior alterations and athletic field improvements resulting from the classroom addition. Newfield's initial contract amount was \$19,646,107. This project was funded in part by a school construction grant.

The City recently entered into an agreement with the Connecticut Department of Environmental Protection (DEEP) for a grant to install synthetic sports turf in lieu of natural turf on the Kennedy High School's athletic field at no cost to the City. The change in turf requires additional construction phase services not contemplated in the original scope of RFP #4816. Newfield is the logical choice to provide the additional construction services. Newfield's performance on Kennedy's addition and alterations project has been satisfactory.

The DEEP has provided written documentation agreeing with the Amendment of the original contract with Newfield, and said Amendment's selection of Newfield for Construction Management of the synthetic turf field.

I will be present at the April 28, 2016 BOE Workshop meeting to address any questions you might have regarding this matter.

Enclosures

CC: Linda Wihbey, Waterbury Corporation Counsel

Robert Brenker, Waterbury Department of Education

Michael LeBlanc, Waterbury Finance Director

File

O&G INDUSTRIES, INC.
PROGRAM MANAGER

AMENDMENT NUMBER 1

To AGREEMENT (RFP NO. 4816) BETWEEN

THE CITY OF WATERBURY, CONNECTICUT AND

NEWFIELD CONSTRUCTION, INC. FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF WATERBURY BOARD OF EDUCATION PUBLIC SCHOOLS CONSTRUCTION PROJECT

THIS AMENDMENT NUMBER 1, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, Chase Building, 236 Grand Street, Waterbury, Connecticut (the "City") and NEWFIELD CONSTRUCTION, INC., located at 225 Newfield Avenue, Hartford, CT 06106, a duly registered Corporation in the State of Connecticut (the "Construction Manager", "Construction Manager at Risk", "CMAR") (the City and the Construction Manager each being a "Party" and collectively, the "Parties").

WHEREAS, the CMAR submitted a proposal to the City responding to Request for Qualifications ("RFP") No.4816 for the "Project"; and

WHEREAS, the City accepted the CMAR's proposal for RFP No. 4816; and

WHEREAS, on or about December 7, 2013 the City entered into an Agreement with the CMAR ("Agreement") to perform services as described in the Agreement, including, but not limited, to the Construction Management Services and Scope of Work described therein (the "Project"); and

WHEREAS, the City desires to Amend the Agreement to include additional Services to be performed by CMAR for the John F. Kennedy High School Synthetic Turf Field and as further set forth in this Amendment Number 1.; and

WHEREAS, the City shall compensate CMAR for the performance of said additional services as set forth in this Amendment Number 1.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. The Parties agree to amend the Agreement, to include the scope associated with the DEEP Grant 2016-16144 for the construction of the synthetic turf softball and football fields at the John F. Kennedy High School athletic field area as more particularly set forth below.
 - 1.1 Attachment 3, Schedule 3-A of the Agreement shall be amended to include the additional services for the John F. Kennedy High School Synthetic Turf Field as more particularly set forth, in **Attachment A** and made a material part of this Amendment Number 1, which consist of the following documents:

- i. Contract documents including a Project Manual and Specifications, entitled" "Synthetic Turf Field John F. Kennedy High School, Waterbury, CT for DEEP Project #DEPA0002921001"1, prepared by Kaestle Boos Associates Inc., BSC Group, and Newfield Construction, Inc.; issued for bid April 8, 2016 inclusive of Addendum to be issued.
- ii. Contract documents include Drawings numbered as follows: SS1.01, SS1.02, L1.01, L2.01, L3.01, L4.01, L5.01, L5.02, C1.00, SL-1A, SKL-6, SKL-7, SKL-8, SKL-9.
- 1.2 All services as set forth in the Agreement shall be performed by CMAR as to this Amendment Number 1.
- 2. The parties agree to amend Attachment 4-A of the Agreement entitled "Preliminary Schedule" to include the following Project Milestones for this Amendment Number 1:
 - 2.1 Construction to begin no later than June 27, 2016.
 - 2.2 Softball field and football field will be substantially complete for normal use by September 30, 2016.
 - 2.3 Newfield and its subcontractors will achieve final completion of all work (including punch list and all required closeout paperwork) by December 31, 2016.
- 3. The Parties agree to amend Section 4.2, entitled, "Value of this Agreement", of the Agreement to include the additional compensation related to the John F. Kennedy High School Synthetic Turf Field Project and as set forth in **Attachment B** to this Amendment Number 1.
 - 3.1 Subject to retainage, limitations as set forth in the Agreement and as amended by this Amendment Number 1, the fee payable to the CMAR for the satisfactory performance of all additional work and services as set forth in this Amendment 1 shall not exceed One Million Four Hundred Twenty One Thousand Eight Hundred Eleven Dollars (\$1,421,811.00).
 - 3.2 The total compensation payable to the CMAR for satisfactory provisioned all goods, and services as set forth in the Agreement and this Amendment Number 1 shall be in an amount not to exceed Twenty—One Million Sixty-Seven Thousand Nine Hundred Eighteen Dollars (\$21,067,918) and shall be set forth as follows:
 - i. Subtotal Sections 4.2.1-4.2.6 of Agreement \$19,646,107.00
 - ii. Total of this Amendment Number 1 \$1,421,811.00
 - iii. Total Fee (Agreement & Amendment No.1) \$21,067,918.00
- 4. The Parties do hereby agree that except as herein specifically modified by this Amendment, all the terms, provisions, covenants, conditions, warranties and representations of the Agreement

shall remain in full force and effect as valid and binding obligations of the Parties according to their terms.

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

WITNESS:	CITY OF WATERBURY
	By: Neil M. O'Leary, Mayor
	Date:
Approved as to Form and Correctness:	
Corporation Counsel	
WITNESS:	NEWFIELD CONSTRUCTION, INC.
	By:
	Date:

To be added



OFFICE OF THE DIRECTOR OF FINANCE THE CONNECTICUT CONNECTICUT

Date:

April 28, 2016

To:

Board of Education Commissioners

From:

Michael LeBlanc, Director of Finance

Subject:

Educational Specifications for Fire Code Improvements at Kennedy High

School – Approval Required for a "New" Grant Application

The State Department of Administration Services has requested that the City file a "New" school construction grant application for fire code improvements previously completed at Kennedy High School. A determination has been made that the previously submitted grant application was not finalized and awarded necessitating a new grant application at this time in order to receive school construction grant funding for this Project. The Board of Aldermen approved three Kennedy High School Fire Code Improvement resolutions on Monday April 25th allowing the Board of Education to submit a new school construction grant application.

The Kennedy High School - Phase III Code Violation project with a cost of \$2,931,924 was included within the Code Combination Project authorization. The actual amount spent within the Phase III Code project cost allocation was \$2,929,566. The allocation of bond proceeds to the Kennedy High School – Phase III Code Violation was \$610,739 leaving a balance of \$2,318,827 anticipated to be funded through a new school construction grant award.

Board of Education approval of the attached Educational Specifications for Kennedy High School Phase III Fire Code Improvements is requested as the previously approved Educational Specifications lacked sufficient project detail and failed to specifically reference Kennedy High School.

WATERBURY PUBLIC SCHOOLS EDUCATIONAL SPECIFICATIONS FOR KENNEDY HIGH SCHOOL – PHASE III FIRE CODE IMPROVEMENTS

Code Update

1. **PROJECT RATIONALE**

Kennedy High School in Waterbury has not been updated for compliance with the Fire Codes as it pertains to egress, exit lights and emergency lighting. In response to our own building self-evaluation, code corrective work will be performed at Kennedy High School.

2. **LONG-RANGE PLAN**

The long-range plan for the school buildings in Waterbury calls for provision of a safe and appropriate learning environment. In order to comply with this aspect of the plan, it is necessary for Waterbury to correct the code violations at Kennedy High School.

The long-range plan for the school buildings in Waterbury calls for full code compliance at all school buildings. This will allow Waterbury to move toward compliance at all facilities in accordance with the long-range plan.

Waterbury plans to continue to utilize Kennedy High School in its current capacity, and with appropriate maintenance as a school for the next twenty years or more.

3. THE PROJECT

Waterbury proposes a code update project at Kennedy High School to address violations of the ADA, Health Code, and Fire Code. Most areas of the building will be affected by minor construction. Other areas will undergo more extensive work associated with ADA compliance. Details of the project are presented below.

Kennedy Fire Code Update: Page 1

THE PROJECT—Entire Facility

There are several aspects of the code update which will impact all areas of the facility. This work will include the following:

Current space: Kennedy High School includes the following instructional and

support spaces: general classrooms, library/media center, computer labs, gymnasium, music room, art room, special education classrooms, special education resource room, cafeteria, nurse's office, kitchen, conference rooms, school administration offices, custodial services, storage, and boiler plant with pipe

tunnels

Construction: Emergency egress stairs will be installed in all spaces where

required by fire code; interior accessible route will be addressed including exits, signage, unrated doors will be replaced with rated doors and appropriate hardware as required by code;

emergency lighting will be addressed.

Final space:

See Current space above.

FF&E:

None.

4. **BUILDING SYSTEMS**

Security:

Not applicable.

Public Address: Technology:

Not applicable. Not applicable.

Phone System:

Not applicable.

Clocks:

Not applicable.

5. <u>INTERIOR BUILDING ENVIRONMENT</u>

Acoustics:

Ceilings: Some ceilings throughout the building will be replaced for

fire code reasons as required. Walls: Interior walls will be patched and repaired as necessary only where construction related to interior

accessible route directly impacts existing structure.

Lighting:

Emergency Lights will be added to provide adequate illuminations.

Windows/Doors:

Additional stair towers and egress pathways will be provided.

6. SITE DEVELOPMENT

Site Acquisition:

Not applicable.

Parking:

Not applicable

Drives:

Not applicable.

Walkways:

Not applicable

Outdoor Athletic Facilities:

Not applicable

Landscaping:

Not applicable.

Site Improvements:

Not applicable.

Kennedy Fire Code Update: Page 2

7. <u>CONSTRUCTION BONUS REQUESTS</u>

Kennedy High School does not house any of the special programs eligible for a school construction bonus.

School Readiness: C.G.S. 10-285a (e)-Not applicable. Lighthouse Schools: C.G.S. 10-285a (f)--Not applicable. CHOICE: C.G.S. 10-285a (g)--Not applicable. Full-day Kindergarten: C.G.S. 10-285a (h)--Not applicable. Reduced Class Size: C.G.S. 10-285a (h)--Not applicable. Regional Vo-Ag Center: C.G.S. 10-65--Not applicable. Interdistrict Magnet School: C.G.S. 10-264h--Not applicable. Interdistrict Cooperative School: C.G.S. 10-158a--Not applicable. Regional Special Education Center: C.G.S. 10-76e--Not applicable.

8. <u>COMMUNITY USES</u>

Kennedy High School will be designed to facilitate activities during the school hours, before and after school hours, and throughout the calendar year.

- · Adult Education will be offered in the evenings
- PTO will use the media center and conference room for meetings before and after school; as well, they have an office and storage space within the building
- The Recreation Department will use the gymnasium for evening activities when it is not being used by the students
- Neighborhood and City-wide Community Meetings take may place in the evenings

Kennedy Fire Code Update: Page 3

REQUEST FOR FIELD TRIP

Revised 07/17/13 #/3

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

		VED THREE (3) WEEKS PRIC	
This reque	~ -	d prior to collecting or co its or making definite ar	ommitting any funds such rangements.
ate Submitted:	MARCH 23, 2016	Name of Travel Agency (if app	licable): DURHAM BUS
Requested by	: LTC JEFFREY T. AD.	AMS CROSBY	09-12 / JROTC
	Name of Staff Men	ber School	Grade level/Subject
How many str	udents? 46		
Name of desti	ination: SIX FLAGS	3,1623 MAIN ST.	
City/State of	destination: AGAWAM	. MA	
Departure:	V	JUNE,2016	08:30 A.M.
·	Day	Date	Time
Return:	03	JUNE,2016	6:30 P.M.
	Day	Date	Time
Is school in se	ession during this field tri	p? <u>YES</u>	
What unit in	the curriculum does this f	ield trip support?	
		R JROTC CADETS THAT WE HOL RIP ON SPECIAL DISCOUNT RAT	D ANNUALLY FOR EXCELLENT TE SCHOOL DAYS.
What are the	Common Core State Stan	dards this field trip supports?	
To provide ac	safe, healthy and fun trainin ctivities not normally availal nts to participate in citizensh		y and mentally challenging.
•		the curriculum this field trip will	
How to intere	act with peers, build leaders	nip skills, and have fun in available r	APR 06 2016
			CLEAK BOARD OF EDUCATION

11) What expected performan		ld trip?	
Leadership, followership, tes	mwork, and problem solving.		
12) How will you assess the la	earning that results from this	s field trip?	
To provide hands-on training	g designed to develop leadersh	ip, discipline, teamwork and se	lf-confidence.
13) Explain what educational	value this field trip offers th	e students:	
To give students the opportun Reward for students placing i	nity to experience living and in the top third nationwide on o	teracting with their peers in a four JROTC Program Accreditat	un setting. ion Inspection.
14) Transportation: Type/na	ne of Approved PUC Carrie	er	
Durham Bus	<u> </u>		
15) Name(s) and phone numb	ar(a) of paragraph responsib	le for organizing this trin:	
15) Name(s) and phone numb Name	Phone Number	Name	Phone Number
1. LTC JEFFREY ADAMS	413-519-2392	4 .	
2.SFC HENRY ROWLAND	203-232-6152	5.	
3		6	
16) Name(s) of person(s) sup-	ervising students NOTE: C	na (1) chanerone for every	ten (10) students
		me (1) chaperone for every	ten (10) stadents.
Teacher(s) as chaperones:	LTC Jeffrey Adams		
Aides(s) as chaperones:	4 - 4		
Parent(s) as chaperones: T	ina Fields (203-850-2254),	Niquia Reed, Dorothea Jayn	es , Robert Chacon
17) How is this trip financed: and number of the grant, stud		s, list the fund raising activiti	es. If it's a grant, give title
Student pays for cost of admi at park.	ssion and/or lunch buffet. Add	litional funds are recommend fo	or games or food purchased
10) What is the annual	10.01.10		
18) What is the approximate of		or (optional) lunch buffet. Fi	220 for ohonomor
ψτο Per student. Hierardes	2 CT Ditte Hotseithfine for Aca	or (opnomar) functi buffet. F)	ce for chapetones.

19) Is any student excluded	from attending this trip?	Yes X No	If yes, explain why:
Students who are failing cla	asses or who have had disciplina	ry problems will not be eli	gible to attend.
		1.44	
20) What is the approximate	cost all chaperones?		
No charge for chaperones	3.		
21) How many substitutes a	re necessary? None (If r	ione specify)	
Teacher	Subject/Grade	Teacher	Subject/Grade
LLTC Adams	JROTC / Grade 9-12	4.	
2.		5.	
3.		6.	
Is this field trip recomm	Signature of School eets the needs of the BOE pol	licy? Yes No n made Yes No Force Principal	3-24-16 Date 3/24/16 Date
This field trip request had -25) This field trip request	is been reviewed and approve is been reviewed and is not ap Signature of Superinter required Board of Education rd of Education during its me	ndent/Designee/ILD	3-31-16 3/31/16 Date or overnight field trip was
-	Signature of BOE/D	esignee	Date

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

REQUEST FOR FIELD TRIP

Revised 07/17/13 #/4

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

	RECEIVED <u>FIVE (5) WEEKS</u> IVED <u>THREE (3) WEEKS</u> PRI	
This request must be approv as down paymo	ed prior to collecting or c ents or making definite a	
Date Submitted: 3/18/2016	Name of Travel Agency (if a	oplicable):
) Requested by: Kerry Coyle	Crosby	English/11 th grade
Name of Staff Mo	ember School	Grade level/Subject
2) How many students? 50 students		
3) Name of destination: Anne Frank F	Iouse and the Museum of Jewish I	Heritage
l) City/State of destination: New York	k, New York	
) Departure: Friday	5/6/2016	7:15 a.m.
Day	Date	Time
) Return: Friday	5/6/2016	7:00/7:30 p.m.
Day	Date	Time
) Is school in session during this field	trip? Yes	
) What unit in the curriculum does this	s field trip support?	
American Studies II – Contemporary I	Literature	
) What are the Common Core State St	andards this field trip supports?	
CCSS.ELA-Literacy.SL 11-12.1 CCSS.ELA-Literacy.SL11-12.1a&b CCSS.ELA-Literacy.SL 11-12.1 c&d CCSS.ELA-Literacy.SL11-12.3		
(0) What are the guiding questions from	n the curriculum this field trip wil	l answer?
Is a human being capable of suffering? What is the essential factor is	discerning and acting upon "right:	and wrong" when enduring great

3. What is the world's responsibility when genocide occurs?

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

Students will be subjected to guided tours where they will participate in inquiry-based discussions surrounding the Holocaust.

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

Students will participate in inquiry-based discussions, complete interpretive writing activities and investigate the museums in small groups.

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

At the Anne Frank House, students will have the opportunity to either meet a Holocaust survivor or a survivor's family member. Students will have had background knowledge of the Holocaust through the in-class reading of Night and watching Six Million Paper Clips.

14) Transportation: Type/name of Approved PUC Carrier

Land Jet (coach bus)

her(s) of person(s) responsible for organizing this trip:

Name(s) and phone r Name	Phone Number	Name	Phone Number
1. Kerry Coyle	(860)975-8222	4 Kelly Donohue	(203)974-2767
2.		5.	
3		6	

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

Teacher(s) as chaperones: Kerry Coyle, Kelly Donohue,

lita Couture.

Aides(s) as chaperones:

Parent(s) as chaperones:

Adrian velez (203) 510-6441 Dawn Chapman (203) 910-5002 (ac42 chap@vanoo.com

aveler 727@vango (Jamyra Amoyo's uncle) 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



The approximate cost p	per pupil for the field trip is \$30)-\$35.	
) Is any student exclude	ed from attending this trip?	Yes No X If	yes, explain why:
	ate cost all chaperones?		
N.A			
) How many substitutes	s are necessary? 5 (If	none specify)	
Teacher	Subject/Grade	Teacher	Subject/Grade
1. Kerry Coyle	English 11&12	4.	
2. Kelly Donohae	English 10/Humanities	5.	
3.		6.	
Is this field trip recor	udents(s) medial needs have be	en made Yes 📈 No	L
	Jade X/	topu'	3-24-16
	Signature of Scho	ol Phincipal	Date
		INDERESPONDE SOL	
4) This field trip reques	at has been reviewed and appro	ved at the Superintendent'	s level
This field trip reques	t has been reviewed and is not	approved	2 21 11
	requift	2	3-51-10
	Signature of Superin	tendent/Designee/ILD	$\frac{3-31-16}{3/31/16}$ Date
5) This field trip requeptroved/denied by the	nest required Board of Educar Board of Education during its r	tion action for out of sta	te or overnight field trip
	Signature of BOI	(Designee	Date

Revised 07/17/13

APR 06 2016

BOARD OF EDUCATION

REQUEST FOR FIELD TRIP

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

IN STATE – MUST This request must b	BE RECEIVED <u>T</u> e approved prio		TO TRIP mitting any funds such
as dov		making definite arran	
Date Submitted: 03/23/20	Name o	f Travel Agency (if applicable);
1) Requested by: Melissa Ba	nks	Wallace Middle School	8 th /Social Studies
Name	of Staff Member	School	Grade level/Subject
2) How many students? 4.	5 ·	-	
3) Name of destination:	Statue of Liberty/E	llis Island	
4) City/State of destination:	Liberty State Park,	Jersey City, NJ	
5) Departure: Wedr	esday May	/ 25 th 2016	8:00am
Day		Date	Time
6) Return: Wednesday	May	y 25 th , 2016	5:00pm
Day		Date	Time
7) Is school in session durin	g this field trip?	yes	
8) What unit in the curricult	um does this field trij	support?	
Immigration Unit			
9) What are the Common C	ore State Standards f	his field trip supports?	
CCSS.ELA-LITERACY.	etween a primary and a	secondary source on the same top	oic.) with other information in print and
10) What are the guiding qu	estions from the cur	riculum this field trip will ansv	
Why did immigra How did America	ents come to the U.S. do	uring the late 1800's?	DEGELVE NAPROCESSION

What were some of the obstacles immigrants faced in the U.S.?

What were some of the challenges that the U.S. faced due to the influx of immigration?

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

- Analyzing and drawing conclusions about the impact of immigration on the U.S. at different stages in history.
- Compare similarities & differences of ethnic/cultural groups in the U.S. and their impact on American social systems.
- 12) How will you assess the learning that results from this field trip?

Students will share their experience with a reflective essay on the hurdles and challenges that immigrants faced and the U.S. faced during this time period that will be shared with other students.

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

Students will have a first-hand experience of exploring Ellis Island similar to that of an immigrant a century ago. Students will have the opportunity to view various documents artifacts & belongings of immigrants and immigration authorizes. Students will also see the Statue of Liberty that the immigrants first saw when they arrived to the U.S. which represented freedom and opportunity.

14) Transportation: Type/name of Approved PUC Carrier

Land Jet Transportation Waterbury

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

Name	Phone Number	Name	Phone Number
1. Melissa Banks	203-574-8140	4	
2.		5.	
3		6	

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

Teacher(s) as chaperones: Melissa Banks, Jessica Cyr, Linda Demerili, Kaitlyn Merriman

Aides(s) as chaperones: Michelle Smith

Parent(s) as chaperones: Norma Lopez

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.)

Fund raising activities: Bake sale and dress down day.

Student contribution

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

\$46.00			
19) Is any student exclude	ed from attending this trip?	Yes X No If	f yes, explain why:
Students that are exclude	ed are students that did not meet a	cademic and/or behavioral re	quirements.
(0) What is the approxim	ate cost all chaperones?		
\$46.00	ł.	and the set of the set	
21) How many substitutes	s are necessary? 3 (In	f none specify)	
Teacher	Subject/Grade	Teacher	Subject/Grade
1.Melissa Banks	Social Studies/8	4. Kaitlyn Merriman	Social Services
2.Linda Demerili	SpEd/8	5.	
3.Jessica Cyr	Sped/6-8	6.	
Is this field trip recon	nmended? Yes X No dents(s) medial needs have bee Michael Le Ress Signature of School	50	
		MCDRESEONS:	Date
4) This field trip request	has been reviewed and approv	ved at the Superintendent's	level
This field trip request	has been reviewed and is not		3/30/14
	Signature of Superint	endent/Designee/ILD	3/30 /16 Date
,	est required Board of Education of Education during its m		or overnight field trip was
	Signature of BOE	/Designee	Date

#16

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

Date Submitted:_	03/08/2016	Name of Travel Agency (if applicable):		
1) Requested by:	Mrs. Santana	Wilby High School	Grade 9 – 12 Spanish	
	Name of Staff Member	School	Grade level/Subject	
2) How many stud	dents? 16			
3) Name of destin	nation: El Repertorio S	panish Theater; El Museo de	el Barrio; Zoralie Restaurant	
4) City/State of de	estination: New York, New	w York		
5) Departure:	Friday	05/13/2016	8:15 am	
	Day	Date	Time	
6) Return:	Friday	05/13/2016	7:30 pm	
	Day	Date	Time	
7) Is school in ses	ssion during this field trip?	Yes		
8) What unit in th	e curriculum does this field	trip support?		
Cultural Aspec	cts of the Spanish Culture			
0) 177		1 11 6 11 2		
CS4 Cultures	Common Core State Standard	as this field trip supports?		
CS5 Connection				
CS6 Connection CS8 Comparise	ons ons among cultures			
L				
10) What are the	guiding questions from the	curriculum this field trin will	angwer' ⁷	
	guiding questions from the			
	ships do you see between la		re the differences between the	

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

Students will be able to communicate in Spanish while ordering their food at the restaurant. During the play they will be able to listen to the target language. Students will be able to recognize and analyze some of the works of art discussed in class at the museum.

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

Students will take notes during the trip, respond to questions, and participate in class discussions about Spanish art and cultural traditions.

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

Students will be able to appreciate authentic aspects of Spanish culture represented in paintings and artifacts from Spanish Artists at El Museo del Bariio, and visit one of New York City's Spanish restaurants where students will have the opportunity to learn about Spanish cultime tradition. They will also have an opportunity to compare their culture with the Spanish traditions based on the Spanish play "La Gringa".

14) Transportation: Type/name of Approved PUC Carrier

Bus

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

Name	Phone Number	Name	Phone Number
1. Zulma Santana	203-599-8288	4	
2.Ana Rivera	646-388-0233	5.	
3		6	

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

Teacher(s) as chaperones: Ana Rivera, Zulma Santana

Aides(s) as chaperones: n/a

Parent(s) as chaperones: n/a

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 contribution - \$ 25.00

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

\$25.00

19) Is any student exclude	d from attending this trip?	Yes No X I	if yes, explain why:
20) What is the approxima	ite cost all chaperones?		
\$20.00			And the state of t
21) How many substitutes	are necessary? 2 (I	f none specify)	
Teacher	Subject/Grade	Teacher	Subject/Grade
I. Zulma Santana	Spanish 2, 4 and AP	4.	
2. Ana Rivera	Spanish 2- 3	5.	
3.		6.	
Is this field trip recom	lents(s) medial needs have be July K Signature of School	en made Yes No	Date
	CENTRALORI	ICE RESPONSE	
24) This field trip request l	has been reviewed and appro-	ved at the Superintendent's	s level
This field trip request l	has been reviewed and is not	approved	3-31-16
	Signature of Superint	endent/Designee/ILD	3-31-16 3/31/16
25) This field trip reques approved/denied by the Bo	st required Board of Education ard of Education during its m	ion action for out of stat	te or overnight field trip was
	Signature of BOE	/Designee	Date

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

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 IN STATE – MUST BE RECEIVED This request must be approved a	D <u>THREE (3) WEEKS</u> PR	IOR TO TRIP
This request must be approved p as down payments	rior to collecting or or making definite a	committing any funds such arrangements.
	Name of Travel Agency (if a	
1) Requested by: Laura Borges	John F Kennedy	10 and 11/Chemistry
Name of Staff Member	School	Grade level/Subject
2) How many students? _50		
3) Name of destination: American Museum o	f Natural History	
4) City/State of destination: New York City,	NY	
5) Departure: Monday Day	5/16/16 Date	7:15 Time
6) Return: Monday	5/16/16	6:00
Day	Date	Time
7) Is school in session during this field trip?	Yes	
8) What unit in the curriculum does this field t	rip support?	
This Field Trip covers the units on Matter and instructions allowing students to see concepts particular students will be watching a movie of provides a greater knowledge of the structure	om action in a way not possible. On Dark Energy which is about	e in the regular setting in the classroom. In
9) What are the Common Core State Standards	this field trip supports?	
CCSS.ELA-Literacy.WHST.11.12.2 Content Standard 5: Connecting with other Dis		
(0) What are the guiding questions from the cu	uriculum this field trip will	answer?
What is the mysterious dark energy acceler- underlying galaxies that, together with dark energy and mass? What lies beyond our see	ating cosmic expansion? With the control of the cosmic expansion? With the cosmic expansion?	not in the invitable to the

energy and mass? What lies beyond our cosmic horizon?

wapani	o provide a narration of real world pl what the dark energy and matter are	nenomena and how can be example and how do they impact the	xplained by chemistry. Students universe.
12) How will you assess	the learning that results from this	field trip?	
Students will be asked concepts they are stud	to write a short reflection paper condition in class.	necting what they will witne	ss in the Dark Energy movie to
13) Explain what educat	ional value this field trip offers th	e students:	
This field trip will suppaddition, this filed trip	oort student understanding the relation offer students the opportunity to learn	nship between mater and enengater and energater and energa	ergy and their conservation. In gy and their role in universe.
14) Transportation: Ty	pe/name of Approved PUC Carrie	r	
Bus/Land jet			
15) Name(s) and phone	number(s) of person(s) responsibl	e for organizing this trip:	
Name	Phone Number	Name	Phone Number
1. Laura Borges	203-528 8011	4	
2. Donald Lafayette	860-605 6122	5.	
3		6	
16) Name(s) of person(s) supervising students. NOTE: 0	ne (1) chaperone for ever	ry <u>ten (10) students</u> .
Teacher(s) as chapero	nes: Laura Borges, Donald Lafay	ette	
Aides(s) as chaperone	s: N/A		
Parent(s) as changeron	es: Liberna Dardha, Michelle San	iago, Paul Magalhaes, Do	ree Makl.
r arongs) as chaperon			
Parent(s) as changron	es: Liberna Dardha, Michelle San	iago, Paul Magalhaes, Do	ree Ma

18) What is the approximately 180 when the	nate cost per pupil for this trip?		
\$55			
19) Is any student exclud	led from attending this trip?	Yes No X	If yes, explain why:
20) What is the approxim	nate cost all chaperones?		
21) How many substitute	es are necessary? 2 (If	none specify)	
Teacher	Subject/Grade	Teacher	Subject/Grade
1.Laura Borges	Chemistry/11	4.	
2. Crystal Velez	Physics/12	5.	
3. Alyson Conway	Environmental Science/10-12	6.	
Yes No 23) This field trip reques	Signature of School t meets the needs of the BOE po	I RIC I Nurse Slicy? Yes No No No No	<u> </u>
	CENTRAL OFFI	CE RESPONSE	
	has been reviewed and approve		s level
25) This field trip reque approved/denied by the B	Signature of Superinters required Board of Education during its me	n action for out of sta	Date Or overnight field trip was
	Signature of BOE/E	Pesignee	Date

SERVICE AGREEMENT ITB No. 5370

for

Student Bus Transportation Services Regular Education Bus Transportation Services between The City of Waterbury, Connecticut and Durham School Services, Limited Partnership

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and Durham School Services, Limited Partnership, located at 4300 Weaver Parkway, Warrenville, Illinois, 60555, a State of Delaware duly registered limited partnership ("Durham").

WHEREAS, Durham submitted a proposal to the City responding to Invitation to Bid (ITB) No. 5370 for Student Bus Transportation Services, Special Education Bus Transportation Services (Propane); and

WHEREAS, the City accepted Durham's proposal for ITB No. 5370; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Scope of Services. Durham shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals necessary to complete the Services as specified in this Agreement (also referred to herein as "Agreement") 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, shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Durham 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. This Agreement contemplates a minimum of 180 operating days per school year.
 - 1.1 Services to be Provided. The Services shall consist of Student Bus Transportation Services, Regular Education Bus Transportation Services as provided below and as shown on "Attachment A" attached hereto and hereby made material provisions of this Contract. The Services shall include the following:
 - i. Durham shall provide regular daily transportation AM/PM buses as required, supplying at least 125 school buses;
 - Durham shall provide additional or deleted buses from the 125 school buses during the term or for summer school as required by the City;
 - Durham shall provide school buses for early dismissal/split dismissal as required by the City;

- iv. Durham shall provide school buses for Athletics, co-curricular and extra-curricular activities (in and out of town) as required by the City;
- v. Durham shall provide school buses for all after school programs not covered in D above as required by the City;
- vi. Durham shall provide round trip transportation of students from their homes to Southington High School, V.O.A.G. program, Southington, Ct. and return to their home, as required by the City;
- vii. All buses and vehicles
- 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 Durham. 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:

Attachment A shall consist of the following:

- i. City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services Invitation to Bid No. 5370 (Propane);
- ii. City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services Addendum #1 and 2 to the Invitation to Bid No. 5370 (Propane);
- Durham's response to City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services Invitation to Bid No. 5370 (Propane);
- iv. Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of Contract;
- v. Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution;
- vi. Performance and Payment Bonds;
- vii. Certificate(s) of Insurance:
- viii. All applicable Federal, State and local statutes, regulations, charter and ordinances;
- ix. All permits and licenses.
- 2. Durham Representations Regarding Qualification and Accreditation. Durham makes the following representations:

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

3. Responsibilities of Durham.

3.1 Confidentiality/non/Disclosure

All data, information, etc. given by the City to Durham and/or created by Durham created or produced in conjunction with the performance of the Services shall be treated by the Durham 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 the Services under this agreement. Durham agrees to hold in confidence all files, records, documents and other information which may come into its possession during the Term of this Agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, in the event that Durham is requested or required by applicable law, regulation or legal process, including but not limited to the body of law established by the Freedom of Information Act, to disclose any City data or information. Durham shall make such disclosure, but only after it provides written notice to the City of the existence, terms and circumstances surrounding such request or obligation so that the City may take steps to seek an appropriate protective order or otherwise resist or narrow such requests or requirement. Further, Durham shall have the right to disclose City data or information to its attorneys or accountants on a need-toknow basis.

3.2 Performance Criteria

The parties agree that the provision of school transportation services is a high visibility, highly sensitive program which seriously impacts public perception of Waterbury Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which Waterbury Schools may suffer as a result of poor service. Damages may be assessed should any of the scope of services be violated in the manner or nature as listed. In the event the specific violation is not delineated, damages shall not exceed \$100 per occurrence. Therefore the parties agree that failure by Durham to

provide services as outlined herein, during the term of this contract will result in the City, assessing against Durham as performance damages and not by way of penalty, the following schedule of assessment:

- i. <u>Vehicles and Drivers</u>: If Durham does not provide the required number of vehicles for any part of this contract, a \$500.00 deduction per vehicle or driver, per day shall be deducted from the invoice payment to Durham for services.
- ii. <u>Service Interruption</u>: A route which is completed more than 15 minutes before or behind schedule shall be considered a failure to operate satisfactorily and a deduction of \$100.00 shall be made for each incident, each day.
- iii. <u>Inclement Weather</u>: No deduction shall be made in the event of delays due to inclement weather beyond Durham's control.

In the event that service is interrupted on any regular school route for any reason, Durham must use a comparable vehicle (spare) in order to complete the contracted service. Any vehicle used to cover interrupted service must be able to reach the point of breakdown within 20 minutes (City) or 30 minutes (out of City limits) of notification by driver. Durham must notify the school involved and the City's Transportation liaison immediately. Failure to comply with this paragraph will result in an invoice deduction of \$100.00 per incident

- iv. Failure to Follow Route: If Durham fails to follow the vehicle route as designated by the City this will result in an invoice deduction of \$100.00 per incident.
- v. Any incident in which a student is left on a bus unattended after the route is completed will result in a deduction of \$1500.00 per incident.
- vi. <u>Accident Reports</u>: If Durham fails to provide accident reports as required it will be considered failure to perform satisfactorily and a deduction of \$500.00 per incident/per day shall be taken from the invoice payment to Durham.
- vii. Pick-Up and Drop-off Point: If Durham fails to provide transportation to the designated pick-up or drop-off point as required it will be considered failure to perform satisfactorily and a deduction of \$100.00 per incident shall be taken from the invoice payment to Durham.
- viii. Performance Bond: Failure to provide a performance bond pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to Durham.

- ix. <u>Insurance</u>: Failure to provide an insurance certificate pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to Durham.
- Monitors: Durham's failure to allow the monitor to ride the vehicle or provide transportation to the designated drop-off point as required will be considered failure to perform satisfactorily and a deduction of \$100.00 per incident shall be taken from the invoice payment to Durham.
- xi. <u>Late Reports</u>: Failure to provide any of the reports or the certificate of insurance required under this contract shall result in a deduction of \$500.00 for every calendar day late from the due date.
- Application of Performance Damages: Durham may have performance damages applied in succession. For example, if a driver starts a route fifteen (15) minutes before schedule a deduction of \$100.00 will be taken; if the driver also changes the order of the route or forgets to pick up a designated stop on the same route an additional \$100.00 will be taken.
- **xiii.** All buses and vehicles used for the Services shall be 2016 buses and vehicles, or newer.
- **Pick-up** and Drop offs Timeline: If at any time a student is dropped off at school more than thirty (30) minutes prior to the school starting time or more than fifteen (15) minutes after the close of school, this shall be deemed a default and a deduction of twenty five dollars (\$25) will be deduced per school bus incident.
- 3.3 In the first thirty (30) days of the school year, no performance damages shall be assessed if the performance failure arose out of the route in of the new school year.
- Within Five (5) business days of the performance failure and occurrence of an event giving rise to a liquidated damage claim, the District shall notify, in writing, Durham's General Manager (of the Contractor location that performs the services), and in a form of notice acceptable to Durham's General Manager, the occurrence. Notice shall include specifics of the occurrence, including the date of the occurrence and sufficient description of the currents in reference to the contract provision allowing for the assessment of liquidated damage. The assessment of the liquidated damages shall be made within 31 days following the written notice to Durham.
- 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 agreement, and shall be the best obtainable from the crafts and trades. The standard of care and skill for all services performed by Durham shall be that standard of care and skill ordinarily used by other members of Durham's profession practicing under the same or similar conditions at the same

time and in the same locality. The Durham's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

- **3.6 Durham's Employees.** Durham 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 services provided.
- 3.7 **Due Diligence Obligation.** Durham 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. Durham hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this agreement and thereby warrants that:
 - 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 Durham to complete Due Diligence prior to submission of its proposal shall be borne by Durham. Furthermore, Durham had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;
 - ii. 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;
 - 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 Services, including, but not limited to, adherence to specifications and pricing for the Services;
 - iv. 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 Durham, or otherwise required, during the performance of its Services, the sole responsibility for any modification, delay and cost of such changes shall reside with Durham;
 - v. has familiarized itself with the nature and extent of the services to be provided, Contract Documents, 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 Services;

- vi. has given the City written notice of any conflict, error or discrepancy that Durham has discovered in the Proposal Documents; and
- vii. 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 Services.
- 3.8 Reporting Requirement. Durham shall deliver periodic written reports to the City's Department of Education. The reports shall include accident reports, incident reports, disciplinary reports, vehicle inspection reports, fuel reports based on deliveries. Each report shall be signed by the Contractor's General Manager. The content of the Report(s) will be determined by the City's Department of Education.

NOTE: Durham'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 including assessment of damages, as set forth herein.

- 4. Responsibilities of the City. Upon the City's receipt of Durham's written request, the City will provide Durham with all documents, data and other materials the City agrees are necessary and appropriate to the Services to be performed by Durham 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 Durham for the purpose of carrying out the Services under this agreement.
- 5. Term. Durham shall commence all work and services required under this agreement on July 1, 2016 and shall complete all work and services required under this agreement on June 30, 2021.
- **6. Compensation.** The City shall compensate Durham for satisfactory provision of all of the goods and services set forth in this agreement as follows:
 - 6.1 Fee. The fee payable to Durham shall not exceed Thirty-nine Million One Hundred Two Thousand One Hundred Forty One Dollars and 00/100 Cents (\$39,102,141.00) for the entire term of this contract; with the basis of payment as stated in Attachment A, Durham's response to City of Waterbury Invitation to Bid No. 5370 entitled "Student Bus Transportation Services, Regular Education Bus Transportation Services" with pricing for the estimated annual sum per each contract year not to exceed the following:
 - i. July 1, 2016 June 30, 2017, an amount not to exceed Seven Million Four Hundred and One Thousand Nine Hundred Ninety-five Dollars and 00/100 Cents...... (\$7,401,995.00)

 - iii. July 1, 2018 June 30, 2019, an amount not to exceed Seven Million Eight Hundred Fourteen Thousand Six Hundred Eighty-seven Dollars and 00/100 Cents......(\$7,814,686.00)

- 6.2 Limitation of Payment. Compensation payable to Durham 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 Durham's invoices for payment and review of the services required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Durham's invoices shall describe the Services rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.
- 6.3 Offsets. Subject to and upon condition of compliance with the Notice provisions provided in §3.4 herein regarding the assessment of performance assessments or liquidated damages, Durham 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 Durham in an amount equaling the sum or sums of money the Durham and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Durham's and/or its affiliate's real and personal tax obligations to the City and any assessment pursuant to paragraph 3 herein.
- **Review of Work.** Durham shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. Durham shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement, settlement of claims or any other matter pertaining to Durham's demand for payment. The City shall not certify fees for payment to Durham until the City has determined that Durham has completed the services in accordance with the requirements of this agreement.
- 6.5 Proposal Costs. All costs of Durham in preparing its proposal for ITB No.
 5370 shall be solely borne by Durham and are not included in the compensation to be paid by the City to Durham under this agreement or any other agreement.
- 7. This Section Intentionally Blank.
- 8. This Section Intentionally Blank.
- 9. This Section Intentionally Blank.
- 10. Indemnification. Durham shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorneys' 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 (a) are attributable to bodily injury, sickness, disease or death,

or to injury to or destruction of tangible and intangible property including the loss of use resulting there from or other legally recognizable claim of loss, and (b) is caused in whole or in part by any willful or negligent act or omission of Durham, 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.

- 10.1 No Limitation on Indemnification. In any and all claims against the City 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 10 herein, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Durham or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 10.2 No Limitation on Account of Insurance. Durham understands and agrees that any insurance required by this agreement, or otherwise provided by Durham, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this agreement.
- 11. Performance and Payment Bond. Durham shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Durham will send a separate invoice to the City for the yearly bond amount per the Durham's Modifications/Conditions specified in the bid response by September 1 of each year.
- 12. **Durham's Insurance.** Durham shall not commence service under this agreement until all insurance required under this Section 12 have been obtained by Durham and such insurance has been 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.
 - 12.1 At no additional cost to the City, Durham 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 Durham's obligation under this agreement, whether such obligations are Durham's or subcontractor or person or entity directly or indirectly employed by said Durham or subcontractor, or by any person or entity for whose acts said Durham or subcontractor may be liable.
 - 12.2 Durham shall purchase and maintain General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under Durham'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. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the

- discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 12.3 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 Durham:
 - i. General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate Products and Completed Operations Aggregate \$2,000,000.00.
 - ii. Automobile Liability Insurance: \$5,000,000.00 combined single limit (CSL). Each accident, including any auto.
 - iii. Workers' Compensation: Durham shall comply will all State of Connecticut statutes as it relates to worker's compensation. Employee Liability each accident: \$500,000; EL Disease Policy each employee \$500,000; EL Disease Policy Limit \$500,000.
 - iv. Excess/Umbrella Liability Insurance: Excess or Umbrella Insurance Coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$15,000,000.00 each occurrence and \$15,000,000.00 aggregate.
- **12.4 Failure to Maintain Insurance:** In the event Durham fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset Durham's invoices for the cost of said insurance.
- 12.5 Cancellation: The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 12.6 Certificates of Insurance: At the time Durham executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance 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 as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. Durham 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 not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702. Upon request Durham shall deliver to the City a copy of the Durham's insurance policies, endorsements, and riders.
- 13. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this agreement, Durham represents and warrants that, at all pertinent and relevant times to the agreement, 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 Durham 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); and the Housing And Community Development Act Of 1974, as amended; Title 31 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.

- 13.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of Durham's Services shall be secured in advance and paid by Durham. Durham shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.
- 13.2 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 Durham for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Durham remains liable, however, for any applicable tax obligations it incurs. Moreover, the Durham represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.
- 14. Discriminatory Practices. In performing this agreement, Durham shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.
 - **14.1 Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this agreement 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.
 - 14.2 Equal Opportunity. In its execution of the performance of this agreement, the Durham 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 Durham 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.
- 15. This Section Intentionally Blank.
- 16. This Section Intentionally Blank.

17. Termination.

- 17.1 Termination of Agreement for Cause. In addition to the City's rights under Section 3, "Responsibilities of Durham" to assess performance damages, the City may terminate this Agreement if Durham breaches a material provision of this Agreement. The City shall thereupon have the right to terminate this Agreement by giving written notice to Durham of such termination specifying the effective date thereof and, unless within thirty days after written notice of the condition or violation to Durham, Durham has failed to make satisfactory arrangements for the correction thereof, the Agreement shall cease and terminate upon the expiration of the thirty (30) notice of the condition or violation to Durham. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Durham under this agreement shall, at the option of the City, become the City's property, and Durham shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.
 - 17.1.1 Notwithstanding the above, Durham shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement by Durham, and the City may withhold any payments to Durham for the purpose of setoff provided the City has made Notice required pursuant to Section 17.1 or Section 3.4 (liquidated damages) above and until such time as the exact amount of damages due the City from Durham is determined.
- 17.2 Termination for Convenience of the City. The either party may terminate this agreement at any time for the convenience, by a notice in writing to the other. If this agreement is terminated by the City as provided herein, Durham 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 Durham covered by this agreement, less payments of compensation previously made.
- 17.3 Termination for Non-Appropriation or Lack of Funding. Durham Acknowledges that the City is a municipal corporation and that this agreement is subject to the appropriation of funds by the City sufficient for this agreement for each budget year in which this agreement is in effect. Durham therefore agrees that the City shall have the right to terminate this agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this agreement is not appropriated, not authorized or not made available pursuant to law,

or such funding has been reduced pursuant to law.

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

- 17.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Durham for the agreed to level of the products, services and functions to be provided by Durham under this agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Durham, 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 agreement 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 agreement.
- 17.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate Durham for any lost or expected future profits.

17.3.4 Rights upon Cancellation of Termination.

- 17.4 Termination for Cause. In the event the City terminates this agreement, for cause, Durham 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, Durham shall transfer all licenses to the City which Durham is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Durham for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Durham 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.
- 17.5 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 Durham for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Durham 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). Durham 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 Durham may negotiate a mutually acceptable payment to Durham for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this agreement pertaining to Changes in the Work.
- 17.6 Termination by Durham. Durham may, by written notice to the City, terminate this agreement if the City materially breaches, provided that Durham 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, Durham will be compensated by the City for work performed prior to such termination date and

Durham shall deliver to the City all deliverables as otherwise set forth in this agreement.

- 17.7 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 agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.
- 17.8 Delivery of Documents. In the event of termination, (i) the Durham 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 Durham for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).
- 17.9 Ownership of Instruments of Professional Services. The City acknowledges Durham's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this agreement, 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 agreement 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.
- 18. Force Majeure. Durham 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:
 - i. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, labor pickets, revolution, civil commotion, or acts of public enemies.
 - Change of law and order, proclamation, regulation, ordinance, or ii. governmental requirement. It is specifically understood between the Parties that prices under this AGREEMENT do not include modifications to vehicles that might at some point in the future be required by government agencies or DISTRICT. If, during the term of AGREEMENT, equipment, mechanical, or maintenance modifications, including seat belts, are mandated, CONTRACTOR and DISTRICT shall negotiate in good faith price increases related to such modifications provided that such modifications do not increase by 10% or more CONTRACTOR's cost in connection with providing services under this AGREEMENT. Such renegotiations shall include, but shall not be limited to, changes to the payment schedule, duration of this AGREEMENT, levels of service, etc. Any modification to this AGREEMENT resulting from such renegotiations shall become effective on a mutually agreed-upon date. If the parties cannot come to

an agreement, either party may terminate the Agreement upon thirty (30) days' notice.

- 19. Subcontracting. Durham shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Durham's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Durham 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 Durham from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.
 - 19.1 Durham shall be as fully responsible to the City for the acts and omissions of Durham'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 Durham.
- 20. Assignability. Durham shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Durham from the City under this agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Durham may, however, assign or transfer any of its rights, burdens, duties or obligations under this agreement to a parent company, affiliates, subsidiaries, or related legal entities identified on its Affiliate disclosure submitted pursuant to its response to this ITB number 5370 provided said Assignee meets all city requirements and Durham provides the city with the notice of the assignment within five business days.
- 21. Audit. The City reserves the right to audit Durham's books of account in relation to this agreement any time during the period of this agreement or at any time during the twelve month period immediately following the closing or termination of this agreement. In the event the City elects to make such an audit, the Durham shall immediately make available to the City all records pertaining to this agreement, including, but not limited to, payroll records, bank statements and canceled checks.
- 22. Risk of Damage and Loss. Durham 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 Durham, by someone under the care and/or control of Durham, by any subcontractor of Durham, or by any shipper or delivery service. Durham 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, Durham 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.
- 23. Interest of Durham. Durham 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. Durham further covenants that in the performance of this agreement no person having any such interest shall be employed.

- 24. Entire Agreement. This agreement shall constitute the complete and exclusive statement of the Contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this agreement must be in writing and agreed to and executed by the City and Durham.
- 25. Independent Contractor Relationship. The relationship between the City and Durham is that of client and independent contractor. No agent, employee, or servant of the Durham shall be deemed to be an employee, agent or servant of the City. Durham shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this agreement. It is the express intention of the parties hereto, and Durham hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Durham 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 Durham or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Durham 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 Durham shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).
- 26. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. 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 agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 27. Survival. Any provisions of this agreement that impose continuing obligations on the parties shall survive the expiration or termination of this agreement for any reason.

28. This Section Intentionally Blank.

- 29. Conflicts or Disputes. This agreement represents the full and complete concurrence between the City and the Durham and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the agreement, 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 (a) the City's aforementioned ITB and (b) Durham's proposal responding to the aforementioned ITB and are hereby fully incorporated by the foregoing reference.
 - **29.1 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.

- **29.2 Presumption.** This agreement or any section thereof shall not be construed against any party due to the fact that the agreement or any section thereof was drafted by such party.
- 30. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Durham agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this agreement or services to be provided pursuant to this agreement. Notwithstanding any such claim, dispute or legal action, Durham shall continue to perform services under this agreement in a timely manner, unless otherwise directed by the City.
- 31. Binding Agreement. The City and Durham each bind themselves, and their successors, assigns and legal representatives to the other party to this agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- **32.** Waiver. Any waiver of the terms and conditions of this agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 33. Governing Laws. This agreement, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 34. Notice. Except as otherwise specifically prohibited in this agreement, whenever under this agreement 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:

Durham:

Durham School Services, LP

c/o Contract Administrator 4300 Weaver Parkway Warrenville, Illinois 60555

City:

City of Waterbury, Education Department

c/o Chief Financial Officer

236 Grand Street Waterbury, CT 06702

35. 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:

i. 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.

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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 F, 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 vi 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.

- vii. 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of interests; (3) 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 (4) 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 viii shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- viii. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections ivii.
- ix. 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.
- x. 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"].
- xi. 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.

- xii. 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.
- **xiii.** Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.
- xiv. Prohibition Against Contingency Fees. Durham 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.
- **xv. Freedom of Information Act Notice**. Pursuant to State statute, in the event the total compensation payable to the Durham 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 Durham 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 agreement on the dates signed below
WITNESS:	CITY OF WATERBURY
	By: Neil M. O'Leary, Mayor
WITNESS:	Durham SCHOOL SERVICES, LP By Durham HOLDING II, LLC Its GENERAL PARTNER
	By: John Elliot, CEO

Date:	

COMMITTEE ON SCHOOL FACILITIES & GROUNDS



WORKSHOP:

Thursday, April 28, 2016 (Bucks Hill Sch.)

BOARD MEETING:

Thursday, May 5, 2016

TO THE BOARD OF EDUCATION WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
N. Steck	WAMS atrium: Wed., May 11th 6:00-8:00 pm
	(new student orientation)
M. Vagnini	WAMS (use of Palace): Monday, May 16th (Spring Choral Concert)
M. Spesche	WAMS apron stage: Thurs., May 26th 5:30-8:00 pm
•	(National Honor Society Induction ceremony)
Dance Dept.	WAMS large dance studio: Thurs., May 26th 7:00-9:00 pm
-	(dance performance)
E. Racine	Reed computer lab.: Thursdays May 19th –June 9th 3-5 pm
FRC	(after school Video Club program)
T. Rodriguez	Sprague gym: Fri., June 10th 5-7 pm (Pre-K graduation ceremony)
C. Damore	Wilson gym: Fri., May 6th 5-7 pm (Family project art night)
M. Parker	Rotella foyer: Thurs., May 19th 4-6 pm (Piano Recital)
M. Magda	Wilby gym: Thurs., May 26th 2-4 pm (self-defense class)
P. Moran	Sprague gym: Tues., May 10th 5-7 pm (Multi Cultural Family Night)
V. Vincenzi	Rotella café: Wed., May 11th 4-7 pm (UPSEU union meeting)
A.Phelan	NEMS common area: Wed., May 4th 5:30-7:30 pm (union meeting)
J. Pilicy	Duggan café: Thurs., May 19th 3:00-7:30 pm (m/s semi formal dance)
R. Moffo	Generali gym: Thurs., Apr. 28th 3:30-8:00 pm (Family Spring Night)
	Generali gym: Wed., May 11th 3:30-7:30 pm (Family Reading Night)
R.M. Arroyo	Enlightenment café: Mondays 5/9-6/13/16 1:30-5:30 pm
	(partnership with Hispanic Coalition)
D. Kalach	Wilby media ctr.: Tues., May 10th 6:30-8:00 pm
	(alumni association/Wilby's 100th anniv.)
D. Monti	Reed café: Tues., May 10th 5-7 pm (Family Literacy Night)

Approved:	
John Theriault	Kathleen M. Ouellette, Ed. D. Superintendent of Schools

RETURN TO ME SARMATARO

APR - 6: 2016

SCHOOL PERSONNEL USE ONLY

	DATE: 417/16
•	TO: SCHOOL BUSINESS OFFICE
	FROM: WAMS - NIWU Steck
,	The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
	NAME OF SCHOOL REQUESTED: WAYS
The state of the s	MATURE
•	Auditorium Gymnasium Swimming Pool Café/Rooms F7)
7	——————————————————————————————————————
ě,	DATES REQUESTED: 511110
	FROM:am/pm TO:am/pm
-	FOR THE FOLLOWING PURPOSES:
	New Student Orientation
	Incoming- 6th Graders for 2016-17
	schal year.
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Notes in Assistance	APPLICANT CONTROL OF THE CONTROL OF
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When the public is invited to an activity, police and fire departments must be notified. These arrangements must be made in person at the police and fire headquarters.

203 673 6326 P.001/001

RETURN TO MG SARNATARD

APR - 1 2016

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, 	Anditor	·.	Gymnasiu	m	Swimming	Sol [Café/Roc	oms	
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When the public is invited to an activity, police and fire departments must be notified. These arrangements must be made in person at the police and fire headquarters.

Please give form to Nicole Steck

SCHOOL PERSONNEL USE ONLY

rp - 1 -

DATE:	<u>.4/1</u>	116
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TO:

SCHOOL BUSINESS OFFICE

FROM:

Michael Spercha

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

NAME OF SCHOOL REQUESTED: WAMS

Apor Stage	Gymnasium	Swimming Pool	Café/Rooms
DATES REQUES	TED: <u>572</u> 6	/16	
	FROM:	<u>்</u> ஊ டும்) TO:_	P-w am/pm
FOR THE FOLLO	WING PURPOSES:		
National	Honor Source	ty Induction	Ceremony
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Please note the following provisions:

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

RETURN TO ME SARNATARE

APR 2016

s. /		. •
· / :	SCHOOL PERSONNEL USE ONLY	
/ /	DATE: 3/30/16	
TO:	SCHOOL BUSINESS OFFICE	
FROM:	Dance Dept.	•
school hou	rsigned hereby makes application for use of school facilities (after regular urs) as follows:	
	torium Gymnasium Swimming Pool Café/Rooms Lo	rae ·
	Da	Λ
DATES RE	EQUESTED: 5/26//6	
	FROM: 7 am/pm TO: 7 am/pm	
	rollowing purposes:	
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Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

APR 20 2016

TO: SCHOOL BUSINESS OFFICE FROM: Reed FRC Coordinator, Ernst Racine, Jr. The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: Jonathan Reed Elementary Gymnasium Swimming Pool afé/Rooms Music Room X Computer Lab Thursdays DATES REQUESTED: <u>May 19, 2016-June 9,2016</u> FROM: **3:00** am/(pm) TO: 5:00 am/(pm) FOR THE FOLLOWING PURPOSES: The Reed Elementary School FRC will be hosting an after school program called Video Club for the upper elementary school students once a week. There will need to be use of the computer lab. Ernst Racine, Jr., Reed FRC Coordinator **APPLICANT**

Please note the following provisions:

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



Video



Club



In session from May 19- June 9th

Students in grades 5-8 will learn camera operation, specific video editing, broadcast journalism, scriptwriting and the three stages of video production.

(VIDEO "PRE-PRODUCTION", "VIDEO "PRODUCTION", VIDEO "POST-PRODUCTION".

Free Program





MAKING MUSIC VIDEOS

Where: Reed FRC/Computer Lab

Supervising Program, Mr. Racine

When: Thurs 3pm-5pm

Lead Instructor, Mr. Coma

****Please return this permission slip to th	ie school by 5/11/16.	
Any additional questions contact Mr. Racing	e- 203-574-8180 ext. 101 or eracin	e@waterbury.k12.ct.us
***********	*Tear Off*************	********
Student Name:	Grade/Teacher:	Date:
Parent Name:	Phone Number:	
Parent/Guardian signature:	Circle one:	Walking or Pick-Up
Contact picking up student:		
Name:	Phone Number:	

SCHOOL PERSONNEL USE ONLY

DATE: 4-14-2016

APR 1 4 2016.

TO: SCHOOL BUSINESS OFFICE
ROM: Tabitha Rodriguez
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
NAME OF SCHOOL REQUESTED: Spraque Elementary School
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: June 10, 2016
FROM: 5:00 am/6m TO: 7:00 am/6m
FOR THE FOLLOWING PURPOSES:
praduations Ceremony for parents and families
graduations Ceremony for parents and families
alu-la) 203-573-0269
, , , , ,

Please note the following provisions:

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

13/2008 10:43 FAX 2035748032

SCHOOL BÜSINESS OFFICE

☑ 001

SCHOOL PERSONNEL USE ONLY

4/13/16. TO SCHOOL BUSINESS OFFICE Cristina Dame / Wardow Wilson FROM: FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS: NAME OF SCHOOL REQUESTED: Woodow Witson Elementary AUDITORIUM GYMMASIUM SWIMMUNG POOL CAFE/ROOMS DATES REQUESTED: FROM 5.00 amps TO 7:00 amps FOR THE FOLLOWING PURPOSES: Family project Art Night Workships where parents and Students Create artwork to take home explore with as experiments, discover ideas for art at home and Collaborate with a professional articl. 130

Please note the following provisions:

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



	DATE: 4/14/16
TO:	SCHOOL BUSINESS OFFICE
FROM:	Marly Parker, Rotella Magnet
The undersign school hours)	ed hereby makes application for use of school facilities (after regular as follows:
NAME OF SC	THOOL REQUESTED: ROTElla Magnet
Auditoriu	- foyer
DATES REQU	FROM: 4:00 am/pm) TO: 6:00 am/pm
	FROM: 4:00 am/pm TO: 6:00 am/pm
FOR THE FOL	LOWING PURPOSES:
T	iano Recital
	mfhl
	APPLICANT

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



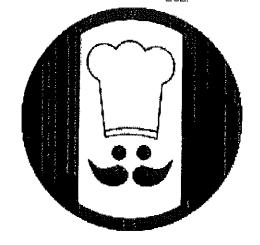
DATE:	PRIL 6,2016
TO: SCHOOL BUSINESS OFFICE	
FROM: " 1915 BY GIEGE MATTHOW MEAGOA	
The undersigned hereby makes application for use of school facili school hours) as follows:	ties (after regular
NAME OF SCHOOL REQUESTED: WILVEY HIBE	304006
Auditorium Symnasium Swimming Pool	Café/Rooms
DATES REQUESTED: MAY 26, 7016	
FROM: 2:00 ampins TO:	(F.oc) am/pm
FOR THE FOLLOWING PURPOSES:	
SELF-BEFENSE CLASS	3 PONSORED
BY THE NATIONAL HONOR & SO	CIRTY
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Please note the following provisions:
When the public is invited to an activity, police and fite departments must be notified.
These arrangements must be made in person at the police and fire headquarters.

2 2016

p. P.	
	SCHOOL PERSONNEL USE ONLY
	DATE: 0,000.20,2016
	TO: SCHOOL BUSINESS OFFICE
	FROM: Carly Childhood Education
	Program
	The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
	NAME OF SCHOOL REQUESTED A Chaque School
	Auditorium (Gymnasium) [Swimming Poel [Café/Rooms
	DATES REQUESTED: Ptay 10, 2016
	FROM: 5.60 amom TO: 7:00 am/cm
T.	FØRTHE FOLLOWING PURPOSES:
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	Para Dun Pro-t Pinaran
	200 out The K Trogram
	Policie College
	APPLICANT
	4/2/16 774.

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





"MULTI-CULTURAL FAMILY NIGHT"

The Waterbury Public School's EARLY CHILDHOOD DEPARTMENT and the OFFICE OF SCHOOL READINESS are partnering to provide a very special evening for all Pre-K Students and their Families.....

"Folk Tales From Around the World"

Date:

Tuesday, May 10, 2016

Location: Sprague School Gymnasium

1443 Thomaston Avenue

Waterbury, CT 06704

Time:

5:30 p.m. to 6:45 p.m.

Please come to hear the stories, do activities related to the stories and sample a variety of delicious Ethnic Foods!

	urn the Slip Below to your T ************************************	eacher by <u>May 4, 2016</u> *************
	"Multi-Cultural Famil	y Night"
School	# Adults Attending	# Children Attending
Child's Name	Teach	



SCHOOL PERSONNEL USE ONLY

	DATE: 4.7.16
TO: SCHOOL BUSINESS OFFICE	
FROM: Valerie Vincenzi	
The undersigned hereby makes application for use of school hours) as follows:	_
NAME OF SCHOOL REQUESTED: ROLL	anagnet
Auditorium Gymnasium Swii	mming Pool Café/Rooms
DATES REQUESTED: VED.	nay & 11, 2016
FROM: am/pm	TO: am/pm
FOR THE FOLLOWING PURPOSES:	
Union/Ins. meeting	}
UPSEU	
Cory Garsviann	Valene VIncenza APPLICANT

Please note the following provisions:

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

Moderation

SCHOOL PERSONNEL USE ONLY

		DATE: 4	125-16	
TO: SCHO	OOL BUSINESS OFFICE	l		
FROM: AN	rs Phelan	<i>i</i>]		
The undersigned here school hours) as follo	eby makes application for u	use of school facilitie	es (after regular	
NAME OF SCHOOL	REQUESTED:	o. End	m/5	
Auditorium	Gymnasium	Swimming Pool	Café/Rooms	rmon Area
DATES REQUESTE	D: <u>Wedves</u> e FROM: <u>5</u> 30 an	lay Ma n/pm TO:	y y y y y y y y y y y y y y y y y y y	2014
FOR THE FOLLOWI			·	
<u> </u>	100 M	eering	<u>-</u> >	_
	-			• ·
• •			Phela.	4 /
			/	SM

Please note the following provisions:

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

APR 25 2016

DATE: 4/25/10
TO: SCHOOL BUSINESS OFFICE
FROM: Janua Pilicy
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
NAME OF SCHOOL REQUESTED: Duggan School
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: May 19 2016
FROM: 3 am/m TO: 7.30 am/m
FOR THE FOLLOWING PURPOSES:
Semiformal dance for micialle
a ricy structed to
APPLICANT APPLICANT
Piesse note the fall
Please note the following provisions:

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

CAUsers'emeaus'and i Documents'SCHOOL reservation formulate

APR 25 2016

DATE: 4-15-16
TO: SCHOOL BUSINESS OFFICE
FROM: TOSEMarie Moffo
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: Generali School
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: 4-28-16 FROM: 3:30 am/pm TO: 8:00 am/pm
FOR THE FOLLOWING PURPOSES: Family Spring Night
Fosemain Moff

Please note the following provisions:

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

Sent 4-15-16

SCHOOL PERSONNEL USE ONLY

DATE: 4-15-16
TO: SCHOOL BUSINESS OFFICE
FROM: Tosenane Moffe
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: Cenerali School
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: 5-11-16
FROM: 3:30 am/pm TO: 7:30 am/pm
FOR THE FOLLOWING PURPOSES: Reading Night
Josephan Moffe

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.

These arrangements must be made in person at the police and fire headquarters.

Sent 4.15-16

SCHOOL PERSONNEL USE ONLY

APR 25 2016

	DATE: _	4-26-	-16
TO: SCHOOL BUSINESS OF			
FROM: R.M. Arroyo / E	<u>lightenmen</u>	+	
The undersigned hereby makes application school hours) as follows:	ı for use of school f	acilities (after re	gular
name of school requested: \sum	alightenm-	en f	
Auditorium Gymnasium	Swimming P	ool 🛮 Café	/Rooms
dates requested: 5/9/16 — FROM: <u>/-30</u>	Through 6/1	/3//6 0: 5-30	am(pm)
FOR THE FOLLOWING PURPOSES: Partnership between Enlightenment Syc	n Hispan	ic Cogl	ition ?
		M. APPLICAN	A0

Please note the following provisions:

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

	DATE: 4/25/16
TO: SCHOOL BUSINESS OF	FICE
FROM: 2 (1) by	
The undersigned hereby makes application school hours) as follows:	n for use of school facilities (after regular
name of school requested: <u>U</u>	Jilby High School
Auditotium Gymnasium	Media Center Swimming Pool Cefé/Rooms
dates requested: 5/10/16	
FROM: <u>6.3</u> C	TO:am/pm
FOR THE FOLLOWING PURPOSES:	,
Alumni Association	1-W1/64'S 100Th
23044	e g
•	1 Ralach

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

APR 25 2016

TO: SCHOOL BUSINESS OFFICE FROM: The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: Auditorium Swimming Pool Gymnasium DATES REQUESTED: FOR THE FOLLOWING PURPOSES:

Please note the following provisions:

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

C:\Usare\emotes\emotes\emotis\CHQOL reservation form.doc



COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP:

The state of the state of

Thursday, April 28, 2016 (Bucks Hill Sch.)

BOARD MEETING:

Thursday, May 5, 2016

TO THE BOARD OF EDUCATION WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES

Wtby. 7th Day Adventists Church

Kennedy aud.: Wed., July 6th 6:00-9:00 pm

Ruben Martinez (church meeting)

REQUESTING WAIVERS:

Waterbury Symphony Orchestra	Reed gym: Friday,June 3rd 4:00-8:	00 pm
Daniel Rostan	(free to public concert)	(\$630.)
Neighborhood Housing Services	Reed gym: June, 16, 17, 18 11:00a	am-6:00pm
Eden Brown & Erika Cooper	(basketball fundraiser)	(\$1,008.)
	Reed café,gym,field: Sat., June 11th	10:30am-2:00pm
	(Youth Day)	(\$378.)
Grandville Academy	Reed computer rm.,café,gym,lib.(who	en available):
M. Mosley	Saturdays 6/18-8/13/16 9am-2pm	954
	(enrichment program)	(\$2,268.)

GROUPS	NOT SUBJ	ECT TO	FEES OF	R WAIVER	DUE TO	TIME OF	USE OR	PREVIOUS	WAIVER:
2017 DE 14 12 12		20 8000	1/5/7						

Neighborhood Housing Services Reed café: Tues., June 7th 5:00-7:00 pm Eden Brown (Pizza with Police)

MONIES COLLECTED TO DATE:	\$ 75,720.50
Approved:	
Felix M. Rodriguez	Kathleen M. Ouellette, Ed. D. Superintendent of Schools

These activities are completed and have been billed:

Sacred Heart H. S. Holy Cross H. S.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 CONTRACT# USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY Waterbury Seventh-day Advant idiando HERVERA NAME OF ORGANIZATION CL **ADDRESS** O6710TELEPHONE # (zip code) (state) SCHOOL REQUESTED JFK HIGH SCINIF 07-06-16 ROOM(S) OPENING TIME 6:00 PM CLOSING TIME ADMISSION (if any) CHARGE TO BE DEVOTED TO APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100CHILDREN 03-28-16 SIGNATURE OF APPLICANT DATE PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: MArtmez 285 Couke st In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. SCHEDULE OF RATES: CUSTODIAL FEES: RENTAL FEES MISCELLANEOUS FEFS: SECURITY DEPOSIT \$ INSURANCE COVERAGE vednesday July e PLEASE READ THE FOLLOWING CAREFULLY APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY. A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE) IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE. CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED. POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT, 597-3452 CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: (FOR WHICH THERE WILL BE AN EXTRA CHARGE). PA SYSTEM, LIGHTING, ETC. KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE) PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS. IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED. APPROVAL DATE

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

SCHOOL BUSINESS OFFICE

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE

CONTRACT#

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

APPLICANT 1) ANIEL RUSTAN NAME OF ORGANIZATION WATERBURY SYMPHONY ORCH.
ADDRESS 110 BANK ST. Waterbury CT 06702 TELEPHONE # 203-1574-4283
(street) (city) / (state) (zip code)
SCHOOL REQUESTED REED DATES JUNE 3 ROOM(S) GYMN/AJIUM
OPENING TIME 3 4 CLOSING TIME 8 8 PM PURPOSE Free-to-Public
"ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEORLE TO BE PRESENT: ADULTS 200 CHILDREN 100
SIGNATURE OF APPLICANT DATE April 6, 2016
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
CALIDA JONES, GOWSO, 110 BANKST WOURY 06702-203-574 4283
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the <u>lessee</u> is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
TAN ROSTAND
#110/110
SCHEDULE OF RATES: CUSTODIAL FEES! TAYTHR PINS / HR SERVICE
RENTAL FEES:
MISCÈLLANEOUS FEES;
SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO
PLEASE READ THE FOLLOWING CAREFULLY
APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-8963 FIRE DEPT. 597-3462
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-6210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.
APPROVAL DATE
SCHOOL BUSINESS OFFICE
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHÖOLE ACILITIES WALTE STEED JEST (to be submitted with the Building Permit)

APPLICANT/ORGANIZATION:_	WATERBURY SYMPHON	14 ORCHESTRA
Please check below specific item	ν .	Per Mayor,
•		no Cheurity
Building Usage Fees	Custodial Fees 🗹	no security deposit or fees to be paid.
	for a sister	to be paid.
SCHOOL/ROOMS REQUESTED	: Jannasion.	<i>b</i>
DATE(S): Jone 3	TIMES:	4pm ppm
DATE(S):		
DATE(S):	THATC	
DATE(S):	T11.400.	
DATE(S):	TIMEC	
DATE(S):	tarille seed for	
		0
April 6, 2016		
Date		Signature
M. Marian San San San San San San San San San S		
	OFFICE USE ONLY	
List total cost of fees being reque	-average.	
\$	s 630,	5
Building Usage Fees	Custodial Fees	Security Deposit
	A CONTRACTOR OF THE PROPERTY O	
	BOARD USE ONLY	
·		univer request(s) at their regular
The Board of Education approved	Nasulsa the goods referenced (waiver request(s) at their regular
meeting of	in play or specific depth that the distribution of the depth of the state of the st	
	سوال يام فنش مودسون	
	AllEST:	rk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

h ^a /	236 GRAND ST., 1	WATERBURY, CT 06702	CONTRACT#
		BUILDING PERMIT PEN AND PRESS FIRMLY	Neighborhood Housing
APPLICANT Eden BY	sun + Erika Coope	NAME OF ORGANIZATION	Services of Waterbury
	in St Waterbuy ct o	~ 7 ~ ~ ~	# 203-753-1894
(street) SCHOOL REQUESTED REC	(city) (state)	(zip code) (2) 17, (2) (S (ROOM(S) 9)	Jm
1/		PURPOSE BUSKETDOIL	Findraiser for CBOE
ADMISSION (if any)	CHARGE TO BI	E DEVOTED TO COMMUNIC	ty Building + Engagement
APPROXIMATE NUMBER OF P	EOPLE TO BE PRESENT: ADULTS	a description	iso uplitting a life.
SIGNATURE OFAPPLICANT	Edu Brown	DATE	4/5/10
PERSON(S) NAME, ADDRESS	& PHONE NUMBER RESPONSIBLE	FOR SUPERVISION:	
Erika Cuoper 1101	N. Main St., Waterbu	u CT D10702	
In the event that the Boa	rd of Education should need	Ƴto resort to legal proce	
	s, the <u>lessee</u> is responsible ociated with said proceeding		y's fees, sheriff's LEASE INITIAL)
	LÉ.		(3) (5 102 C)
SCHEDULE OF RATES: CUSTO	DIAL FEES 42/HR	1451485	ervice Ner Cus
	NTAL FEES:		The fact of the fa
MISCELLANE		The state of the s	
WINGUELLANE	:000 recs:		
SECURITY DEPOSIT \$	INSURANCE C	OVERAGE YES_	. NO
	PLEASE READ THE FOLLOWING CAP	REFULLY	
APPLICATION MUST BE RECEIVED	AT LEAST THREE (3) WEEKS PRIOR	TO THE ACTIVITY.	
A COPY OF YOUR INSURANCE MU	ST ACCOMPANY YOUR APPLICATION	(IF APPLICABLE)	
IF SCHOOL IS CANCELLED FOR SM	OW OR ANY OTHER REASON - ALL AC	CTIVITIES ARE CANCELLED ALS	O.
THERE WILL BE NO ACTIVITIES DU	RING SCHOOL OPEN HOUSE.		
CANCELLATIONS MUST BE MADE A	AT LEAST 48 HOURS IN ADVANCE OR Y	YOU WILL BE CHARGED.	
POLICE AND FIRE PROTECTION MUDEPARTMENT FOR INFORMATION,	JST BE ARRANGED AND/OR CANCELL POLICE DEPT. 574-6963 FI	ED BY THE RENTER. PLEASE G RE DEPT. 597-3452	ALL EACH
CALL THE SCHOOL CUSTODIAN AT PA SYSTEM, LIGHTING, ETC. (FO	LEAST ONE WEEK PRIOR TO YOUR A OR WHICH THERE WILL BE AN EXTRA	CTIVITY FOR ANY ARRANGEME CHARGE).	ENTS RE:
KITCHEN FACILITIES CAN NOT BE DEPT, AT 574-8210 TO ARRANGE F	USED BY GROUPS WITHOUT SUPERV OR A FOOD SERVICE PERSON (FOR I	ISION - PLEASE CALL THE FOOI WHICH THERE WILL BE AN EXTI	D SERVICE RA CHARGE)
PLEASE SEE REVERSE FOR ADDIT	ONAL RULES AND REGULATIONS.		
T IS AGREED THAT REGULATIONS WILL BE RIGIDLY ENFORCED.	ADOPTED BY THE BOARD OF EDUCA	TION FOR USE OF SCHOOL BUIL	LDINGS
APPROVAL DATE			
		SCHOOL BUSINESS OFFICE	
CHECKS OR MONEY ORDERS FO	OR FEES SHOULD BE MADE OUT T	TO THE BOARD OF EDUCATION	ON AND MAILED TO THE

USE OF SOFICIAL TACILITIES WAI TO DEST (to be submitted with the second Building Permit)

APPLICANT/ORGANIZATION: 1	leighborhood Housing Senices/Enka
Please check below specific item(s	
Building Usage Fees	Custodial Fees 🗍
1974	
SCHOOL/ROOMS REQUESTED:_	Reed School/Comes Olling
DATE(S)	TIMES: 4 THE
DATE(S):	TIMES: 1
DATE(S): 18	TIMES: Nam - Lepm
DATE(S):	TIMES:
DATE(S):	
DATE(S):	TIMES:
5/31/10 . Date	Edda Diana Signature
	OFFICE USE ONLY
List total cost of fees being requested	to be waived:
e S	1,008, - \$
Building Usage Fees	Custodial Fees Security Deposit
	BOARD USE ONLY
	ied the above referenced waiver request(s) at their regular
The Roato of Engration abbroactures	Hed the above reletonised warren roduction at their regular
meeting of	
	ATTEST:
	ATTEST: 12 12 12 12 12 12 12 12 12 12 12 12 12

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE

APR 1 3 2016

236 GRAND ST., WATERBURY, CT 06702 CONTRACT# USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY
APPLICANT Maurice Mosley NAME OF ORGANIZATION COrganille Cacheny
ADDRESS Ce Ce Red Coat Rc/ Wt5404.70 TELEPHONE # 203 7.563879-14
(atreel) (city) (state) (zip code) compacter 14000 Kitchen
SCHOOL REQUESTED READ DATES Scent tacked ROOM(S) Gym 150/955 rooms, without
OPENING TIME 9-00 CLOSING TIME 2pm PURPOSE Garachard & Gammer program
ADMISSION (if any) CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN 6 0
SIGNATURE OF APPLICANT DATE OF 111 121 2016
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
maurice Mostey (see above)
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. (PLEASE INITIAL)
4 1 52269
SCHEDULE OF RATES: CUSTODIAL FEES: 42/4R, plus 1 HR, SERVICE
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO
PLEASE READ THE FOLLOWING CAREFULLY
APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED,
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 567-3452
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS,
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED,
APPROVAL DATE
SCHOOL BUSINESS OFFICE
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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(n	opa sunningue ed o.	gae at eniding be	rmir)	
APPLICANT/ORGANIZATIO	N: Granz	The acad	lemy .	·
Please check below specific	item(s): '		,	
Building Usage Fee Saturday S SCHOOL/ROOMS REQUES	\mathcal{R}	eed	comp comp of and ctores	ater
DATE(S): Qury 97 DATE(S): Qury 97 DATE(S): Qury 97 DATE(S): DATE(S): DATE(S):	1-6+7,13+h	TIMES: TIMES: TIMES: TIMES: TIMES: TIMES:	. 11	3
Apri 12-13 Date	0FFICE U		23 Signature	. N
List total cost of fees being rec	quested to be waived $s = 2 2 4 3$	e –		
S Büllding Usage Fees	Custodial f		Security Deposit	
A SECTION OF THE PARTY OF THE P	BOARD US	BE ONLY		
The Board of Education apprometing of	ved/denied the abov		er request(s) at their re	egular
	. AT	TEST: Clerk, B	pard of Education	

3 pages

To Sandy

From Maurice Mostery

RE Courville Enrichment Summer Pragram at J. E. Reed School

Please contirm Procespy

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

236 GRAND ST., WATERBURY, CT. USE OF BUILDING PERMIT	
TYPE OR USE PEN AND PRESS F	FIRMLY Neighbornood Housing
APPLICANT Eden Brown NAME OF ORGA	INIZATION <u>SERVICES OF Waterbury</u>
ADDRESS IVI N. MUII ST WOTEDLY CT DO702 TI (street) (city) (state) (zip code)	ELEPHONE # 808-753-1896
Road Opioint 10/7/1/0	om(s) _ Cafe
OPENING TIME 5pm CLOSING TIME 7pm PURPOSE P122	a with Police
ADMISSION (if any)CHARGE TO BE DEVOTED TO	Ø
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 cl	HILDREN 50
SIGNATURE OF APPLICANT LOUIS DOWN	DATE 3-30-16
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISIO	N:
Eden Brown Erika Cooper 16/N. Main St Wate	
In the event that the Board of Education should need to resort to le	gal proceedings to collect
any outstanding balances, the <u>lessee</u> is responsible for any and all fees and court costs associated with said proceedings. $26/20$	- (PLEASE INITIAL)
SCHEDULE OF RATES: CUSTODIAL FEES:	
. RENTAL FEES:	
MISCELLANEOUS FEES:	
SECURITY DEPOSIT \$ INSURANCE COVERAGE	YES NO
PLEASE READ THE FOLLOWING CAREFULLY	· / // // /
APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.	Tuesday
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)	,
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANC	ELLED ALSO.
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.	June /
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARG	
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452	
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY AIR PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).	RRANGEMENTS RE:
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CAL DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL	L THE FOOD SERVICE BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.	
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SO WILL BE RIGIDLY ENFORCED.	CHOOL BUILDINGS
APPROVAL DATE	
· SCHOOL BUSINES	S OFFICE
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.	EDUCATION AND MAILED TO THE

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Eden Brown	NAME OF ORGANIZATION NEIGHBORHOOD HOUSING SEA
	Waterbury CT 06702 TELEPHONE # 203-753- UT WESTERN
	(city) (state) (zip code)
SCHOOL REQUESTED Reed	DATES 6/11/16 ROOM(S) COSE OVEN/Field
OPENING TIME 10:30 am closing	TIME 2 PM PURPOSE ACTIVE YOUTH Day
ADMISSION (if any)	CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO	O BE PRESENT: ADULTS 20 CHILDREN 75
SIGNATURE OF APPLICANT TOUR	11/10 DATE 4/11/10
PERSON(S) NAME, ADDRESS & PHONE	NUMBER RESPONSIBLE FOR SUPERVISION:
	161 N. Main St, Waterbuy CT 06702
In the event that the Board of Ed	ducation should need to resort to legal proceedings to collect
fees and court costs associated	essee is responsible for any and all attorney's fees, sheriff's with said proceedings.
Tool and odding doods adoodiated	With said proceedings. (A LEAGE HATTAL)
	\$42/42
SCHEDULE OF RATES: CUSTODIAL FEE	
, RENTAL FEE	
MISCELLÂNEOUS FEE	S:
SECURITY DEPOSIT \$	INCLIDANCE COURDAGE NO.
A STATE OF THE STA	INSURANCE COVERAGE YES NO READ THE FOLLOWING CAREFULLY THESE (2) WEEK'S REIOR TO THE ACTIVITY
- Carlotte Control of the Control of	THREE (3) WEEKS PRIOR TO THE ACTIVITY.
COPY OF YOUR INSURANCE MUST ACCOM	
	Y OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
HERE WILL BE NO ACTIVITIES DURING SCH	OOL OPEN HOUSE.
ANCELLATIONS MUST BE MADE AT LEAST 4	8 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
OLICE AND FIRE PROTECTION MUST BE AR EPARTMENT FOR INFORMATION. POLICE D	RANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPT. 574-6963 FIRE DEPT. 587-3452
ALL THE SCHOOL CUSTODIAN AT LEAST ON A SYSTEM, LIGHTING, ETC. (FOR WHICH	E WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: - THERE WILL BE AN EXTRA CHARGE),
TCHEN FACILITIES CAN NOT BE USED BY G EPT. AT 574-8210 TO ARRANGE FOR A FOOI	ROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE D SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
EASE SEE REVERSE FOR ADDITIONAL RUL	ES AND REGULATIONS.
IS AGREED THAT REGULATIONS ADOPTED ILL BE RIGIDLY ENFORCED.	BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS
PPROVAL DATE	
	SCHOOL BUSINESS OFFICE
HECKS OR MONEY ORDERS FOR FEES S CHOOL BUSINESS OFFICE. NO CAS	SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE H WILL BE ACCEPTED.

USE OF SATIONIC ACILITIES WAI TO DEST (to be submitted wife per Building Permit)

applicant/organization: 81	uBrown/Ne	ighborhood Housing Service	L.
Please check below specific item(s):	**	Waterbird	
Building Usage Fees	Custodial Fees		
38%			
school/rooms requested: <u>Re</u>	ed Schuz / Ca	le gym field	
DATE(S): 6/11/16	,	s: 10:30am - 2pm	
DATE(S):	_ ·	Ś:	
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S <u> </u>	Custodial Fees	Security Deposit	
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The Board of Education approved/denied	the above referenced	d waiver request(s) at their regular	
meeting of			
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	A **********************	leds Bhard of Education	

Communications



Packet week ending:

4/26/16



236 Grand Street Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 7, 2016

Nicol Warren 25 Pleasant St. Wolcott, CT 06716

Dear Ms. Warren:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2015778A) at \$13.18 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> <u>to 19 hours</u> per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, April 14, 2016 at 12:00 p.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 14, 2016 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Scott Morgan

Director of Human Resources

SM/sd

ce: Board of Education

Dr. Ouellette, Supt. of Schools Linda Franzese, Food Serv. Director

file

SUMMONS - CIVIL

JD-CV-1 Rev. 10-15 C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13

I certify I have read and | Signed (Self-Represented Plaintin)

understand the above:

STATE OF CONNECTICUT SUPERIOR COURT www.jud.ct.gov

Docket Number

Date 04/08/2016

"X" if amount, legal inferest or property in demand, not including inferest and costs is less than \$2,500 or more.	see other side	e for instructions				
Les of Seis is \$2,500 or more. Wit I delating other relief in addition to or in lieu of money or damages. To: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are horeby commanded to make due and legal service of this Summons and attached Complaint. Additional Content where with and this popers shall be filled Philmber, should be filled	costs is les	ss than \$2,500.				¥
TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint. Address of court fact where with and the papers shall be filled (Mumber, street, town and sip code) (C.O.S. 85 87-349, 67-350) Telephone number of clerk (with presence of the code) Telephone number of clerk (with presence of the code) Telephone number of clerk (with presence of the code) Telephone number of clerk (with presence of the code) Telephone number (with a run or plantiff the firepresented of Number, street, town and sip code) Telephone number (with a run or plantiff the firepresented of Number, street, town and sip code) Telephone number (with a run or plantiff the firepresented of Number, street, town and sip code) Telephone number (with a run or plantiff the firepresented of Number, street, town and sip code) Telephone number (with a run or clear of the plantiff, or the	costs is \$2	,500 or more.			4	
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For the Plaintiff(s) please enter the appearance of: Normal address of eitheres, law firm or plaintiff if self-expressance (Number, steet, town and zipcode) CRAMER & ANDERSON, LLP, 46 WEST STREET, PO BOX 278, LITCHFIELD, CT 06759 Autis number (not be excited by attempt only) Ag6628 Tolephone number (with area code) (860) 567-8718 Tolephone number (with area code) (860) 567-8718 The attempt or plaintiff is of the Consection of Plaintiff (if eolf-expressanted) (860) 567-8718 The attempt or plaintiffs: 1 Number of Defendants: 1 Form JD-CV-2 attached for additional parties Nome (Last, First, Middle Initial) and Address of Each party (Number; Street, P.O. Box; Town); State; Zip; Country, If not USA) First Parties Name: (Last, First, Middle Initial) and Address of Each party (Number; Street, P.O. Box; Town); State; Zip; Country, If not USA) Parties Name: (CRUZ, TINA III. Parties Name: CRUZ, TINA III. Address: 110 TRANSIT STREET, WATERBURY, CT 06704 Address: 110 TRANSIT STREET, WATERBURY, CT 06702 Address: 235 GRAND STREET, WATERBURY, CT 06702 Address: 246 GRAND STREET, WATERBURY, CT 06702 Address: Address: Address: Address: Address: Address: Address: D-03 Address: D-04 Address: D-04 Address: D-05 Notice to Each Defendant 1. YOU ARE BERNS SUBD. This paper is a Summons in a lawswilt. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawswilt. 2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the each of have to come to court on the Return Date unless you receive a separate notice telling you under "Court Forms." 1. YOU ARE BERNS SUBD. This paper is a Summons in a lawswilt. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawswilt. 2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the each of have to come to court on the Return Date in the fall with your have in	-	[] G.A.		ımable) (C.G	.S. §§ 51-346, 51-349)	Case type code (See ilst on page 2)
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CRAMER & ANDERSON, LLP, 46 WEST STREET, PO BOX 278, LITCHFIELD, CT 06759 Signiture of Plainfill (if soft represented) Signiture of Plainfill (if soft represented)			CONTRACTOR OF THE PARTY OF THE	um and zin o	wa)	Justis Dumber do he entered by attorney only
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The attorney or law firm appearing for the plaintiff or the plaintiff aeli-represented, agrees to accept papers (searched) electronically in Impresented, agrees to accept papers (searched) electronically in Impresented (searched) electronically in I					OF THE STATE OF TH	
Seel represented, agrees to accopt papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. Number of Plaintiffs: 1	(860) 567-87	718	380			
Number of Plaintiffs: 1 Number of Defendants: 1 Form JD-CV-2 attached for additional parties Name (Last, First, Middle Initial) and Address of Each party (Number; Street, P.O. Box; Town; State; Zip; Country, if not USA) First Plaintiff Address: 110 TRANSIT STREET, WATERBURY, CT 06704 Additional Plaintiff Address: 235 GRAND STREET, WATERBURY, CT 06702 Additional Defendant Name: THE CITTY OF WATERBURY Address: 235 GRAND STREET, WATERBURY, CT 06702 Additional Defendant Address: De			aintiff if		nail address for delivery of papers	under Section 10-13 (if agreed to)
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Additional Defendant Address: 235 GRAND STREET, WATERBURY, CT 96/02 Additional Defendant Address: Additional Defendant Address: D-03 Additional Defendant Address: D-04 Defendant Address: D-04 Additional Defendant Address: D-05 Notice to Each Defendant Address: D-06 Notice to Each Defendant Address: D-07 Notice to Each Defendant Address: D-08 Notice to Each Defendant Address: D-09 Notice to Each Defendant Address: D-04 D-05 D-06 D-07 D-08 Notice to Each Defendant Address: D-04 D-08 Notice to Each Defendant Address: D-04 D-05 D-06 D-07 D-08 D-08 D-09 D-0		Address.	POLITINA.			. P-02
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Signed (Sign and "X" proper box) X Commissioner of the Superior Court Assistant Clerk Name of Person Signing at Left Name o	5. If you have que	estions about the Summons and Co		an attorney	quickly. The Clerk of Court	is not allowed to give advice on
If this Summons is signed by a Clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is appresponsible in any way for any errors or emissions		2015-00 miles 1 miles		Name of P	erson Signing at Left	Date signed
a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintif(s) is appressible in any way for any errors or emissions	KIC	7.14/	= Superior Court	KENTJ	MANCINI, ESQ.	04/08/2016
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d: The Clark signing this Summons at the request of the Pidintifie) is represented in any way for any errors or emissions	c. The Clerk is not	t permitted to give any legal advice	in connection with any law	suit.		MARIE
in the Summons, any allegations contained in the Complaint or the service of the Summons or Complaint.	d: The Clerk signi	ng this Summons at the request of t	ne Plaintiff(s) is not respor	sible in any		ne COV.

CLERK BOARD OF EDUCATION

Instructions

- 1. Type or print legibly; sign summons.
- 2. Prepare or photocopy a summons for each defendant.
- 3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or more than 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
- 4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
- 5. Do not use this form for the following actions:
 - (a) Family matters (for example divorce, child support, custody, paternity, and visitation matters).
 - (b) Summary process actions.
 - (c) Applications for change of name.

- (d) Probate appeals.
- (e) Administrative appeals.
- (f) Proceedings pertaining to arbitration.
- (g) Any actions or proceedings in which an attachment, garnishment or replevy is sought.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

Case Type Codes

Major Description	Codes Majori Minor	Minor Description	Major Description	Codes Majori Minor	Minor Description
Contracts	C 0Ò	Construction - All other	Torts (Other than	T 02	Defective Premises - Private - Snow or Ice
· ·	C 10	Construction - State and Local	Vehicular)	T 03	Defective Premises - Private - Other
	C 20	Insurance Policy		T11	Defective Premises - Public - Snow or Ice
	C 30	Specific Performance		T12	Defective Premises - Public - Other
	C 40	Collections		T 20	Products Liability - Other than Vehicular
	C 90	All other		T 28	Malpractice - Medical
Eminent Domain	E00	State Highway Condemnation		T 29	Maipractice - Legai
Lament Donait	E10	Redevelopment Condemnation		T'30	Maipractice - All other
	E20	Other State or Municipal Agencies		T40	Assault and Battery
	E30	Public Utilities & Gas Transmission Companies		T-50	Defamation
	E90	All other		T61	Animals - Dog
	E 50	Mr Ottes		T 69	Animals - Other
Miscellaneous	M 00	Injunction		T 70	Faise Arrest
	M 10	Receivership		T71	Fire Damage
	M 20	Mandamus		T 90	All other
	M 30	Habeas Corpus (extradition, release from Penal Institution)	Vehicular Torts	V01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 40	Arbitration	·	V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 50	Declaratory Judgment		V 05	Motor Vehicles* - Property Damage only
	M 63	Bar Discipline		V 06	Motor Vehicle* - Products Liability Including Warranty
A. S. C.	M 66	Department of Labor Unemployment Compensation Enforcement		V 09 V 10	Motor Vehicle* - All other Boats
	M 68	Bar Discipline - Inactive Status		V 20	Airplanes
	M 70	Municipal Ordinance and Regulation Enforcement		V 20	Railroads
	M 80	Foreign Civil Judgments - C.G.S. 52-804 & C.G.S. 50a-30		V40	Snowmobiles
,	M 83	Small Claims Transfer to Regular Docket		V 90	All other
Ī	M 84	Foreign Protective Order			*Motor Vehicles include cars, trucks, motorcycles,
	M 90	All other			and motor scooters.
Property	P00	Foreclosure			
-	P 10	Parlition	Wills, Estates	₩10	Construction of Willis and Trusts
	P 20	Quiet Title/Discharge of Mortgage or Lien	and Trusts	M.80	All other
	P 30	Asset Forfeiture			
	P 90	All other			

RETURN DATE: MAY 10, 2016

SUPERIOR COURT

TINA M. CRUZ

JUDICIAL DISTRICT OF WATERBURY

V.

AT WATERBURY

THE CITY OF WATERBURY

APRIL 8, 2016

COMPLAINT

1. The Plaintiff, Tina M. Cruz, is a Connecticut resident living in Waterbury, Connecticut.

- 2. The Defendant, The City of Waterbury, is a Connecticut City situated in Waterbury, Connecticut.
- At all times herein mentioned, the Defendant owned and controlled the property known as, Bucks Hill Elementary School, located at 330 Bucks Hill Road, Waterbury,
 Connecticut.
- 4. On or about May 2, 2014, at approximately 11:30 a.m., the Plaintiff was exiting Bucks Hill School after she had walked her child into the school, who is a student at Bucks Hill School. After Tina Cruz had exited the school building and as she stepped from the walkway onto the parking lot located in the front of the school building, she was caused to violently slip

and fall on a sand-covered oil spot and/or other substance which was on the pavement of the parking lot directly in front of the windows at the South side of the main school building.

- 5. The fall was caused by the negligence and carelessness of the Defendant in one or more of the following ways:
- a. the condition of the parking area at the Bucks Hill School, in the aforementioned area where the Plaintiff fell as constructed, altered and/or maintained by The City of Waterbury, The Board of Education, Superintendent of Schools currently Kathleen M. Ouellette, Louis J. Spina, Jr., Director of Public Works, the custodians and/or other maintenance workers at said school, and/or their agents, servants and/or employees was defective, in that it created an unsafe condition in the area described in this complaint. The defective condition caused the Plaintiff, Tina Cruz, the injuries described in this complaint;
- b. in that they failed to provide warning to the public of the dangerous and defective condition of the parking area in the area described in this complaint;
- c. in that they failed to properly maintain 330 Bucks Hill Road, Waterbury,

 Connecticut 06704 in the area described in this complaint to prevent oil and/or sand and/or other substance collection and/or other surface irregularities in the above-described location;

- d. in that they failed to properly train or supervise their agents, servants and/or employees who were responsible for maintaining 330 Bucks Hill Road, Waterbury, Connecticut, 06704 in the above described location in a safe condition;
- e. in that they failed to properly inspect the parking area at 330 Bucks Hill Road, Waterbury, Connecticut, 06704, in the above-described location or to have a proper plan for inspection of the parking area;
- f. in that they failed to take proper measures to sweep and/or clean the parking area at 330 Bucks Hill Road, Waterbury, Connecticut, 06704, in the above described location despite being aware of the defective condition and the pooling of oil and/or other substances thereon;
- g. in that they failed to correct the problem of oil and/or sand and/or other substances collecting in the above described location when it was reasonable and necessary to do so;
- h. in that they failed to take alternative measures to make the parking area of 330 Bucks Hill Road, Waterbury, Connecticut, 06704 in the above described location safe for pedestrians;

- i. in that they failed to properly train those persons responsible for maintenance and repair of the parking area and/or in the aforementioned location at 330 Bucks
 Hill Road, Waterbury, Connecticut, 06704 as described above;
- j. in that they failed to notify those persons or entities who are responsible for maintaining and/or repairing the aforementioned location at 330 Bucks Hill Road, Waterbury, Connecticut, 06704 as described above and/or responsible for cleaning and/or sweeping and/or maintaining the aforementioned location as described above of the issue of oil and/or sand and/or other substance collection and/or other surface irregularities in the above-described location and/or its proper maintenance and/or to make certain proper maintenance or repair was performed;
- k. in that they allowed and permitted oil and/or sand and/or other substance to be accumulated on the parking area at 330 Bucks Hill Road, Waterbury, Connecticut, 06704 in the aforementioned location when the same was unreasonable under the circumstances;
- I. in that they failed to remedy said oily, sandy, slippery and dangerous area of the parking area at 330 Bucks Hill Road, Waterbury, Connecticut, 06704 in the aforementioned location by sweeping and/or cleaning when the same was unreasonable and necessary under the circumstances;

- m. in that they failed to erect or maintain proper safeguards, warning signs or failed to otherwise warn of the circumstances existing on the parking area at 330 Bucks Hill Road, Waterbury, Connecticut, 06704 in the aforementioned location when the same was required under the circumstances;
- n. in that they failed to exercise reasonable care to maintain reasonably safe conditions on the aforementioned parking area at 330 Bucks Hill Road, Waterbury, Connecticut, 06704 in the aforementioned location;
- o. in that they knew, or had exercised due care or proper diligence, should have known of the dangerous condition of the aforementioned location yet they failed to remedy said dangerous condition;
- p. in that the oil and/or sand and/or other substances collection on the parking area surface existed at the aforementioned location for a long time and they knew or should have known of it and done something to correct it;
- q. in that they failed to cordon off, shut down and or otherwise prevent
 pedestrians from using the parking area when the same was required under the circumstances;

- r. in that they failed to perform ministerial duties in connection with the care and/or maintenance of the parking area in location of the Plaintiffs fall as described in this complaint;
- s. the parking area in the location of the fall as set forth in this complaint was defective as set forth above. They knew of the defects in said parking area or in the exercise of their supervising the school grounds should have known of the defect having had actual or constructive knowledge of the defects failed to remedy them having had reasonable time to do so. In that they breached their statutory duty to maintain the parking area as described in this complaint. The duty to remove sand-covered oil and/or other substances on the walkway in the area where the Plaintiff fell was ministerial in nature, as was the duty to remove and sand-covered oil and/or other substances on the walkway;
- t. in that they knew that the area was prone to accumulation of motor oil and/or fluids dripping from idling or parked vehicles in these designated parking spaces, and that they attempted to alleviate the slippery, oily, hazardous surface by negligently, recklessly and carelessly spreading sand on top of the accumulated oil to soak it up or cover it, and then leaving oil soaked slippery sand in place instead of sweeping, shoveling or otherwise removing it, all of

which increased the hazard of the accumulated oil to pedestrians stepping off the sidewalk right into the hazardous, oily, slippery sand.

- 6. The Plaintiff was lawfully on the property as an invited guest of the Defendant.
- 7. As a result of the aforesaid negligence and carelessness of the Defendant, the Plaintiff suffered the following injuries and damages, some of which will be permanent:
- a. right shoulder and forearm pain with numbness into the first three digits on right hand;
 - b. bilateral knee pain;
 - c. low back pain;
 - d. lower extremity contusion;
 - e. shoulder contusion;
 - f. back sprain/strain;
 - g. bruising and swelling to knees;
 - h. tear of the posterior hom medial meniscus of the left knee;
 - possible partial thickness tear, right shoulder;
 - right shoulder tendinosis;
 - k. lumbar spondylosis with strain;

- I. bilateral carpel tunnel syndrome;
- m. degeneration of the left patellofemoral joint;
- n. joint radiculopathy at L4/5.
- 8. As a result of the negligence and carelessness of the Defendant, the Plaintiff has suffered and borne great physical pain, suffering physical discomfort and mental anguish all for an extended period of time, and will suffer the same for an undetermined period of time due to the permanent nature of her injuries.
- 9. As a result of the negligence and carelessness of the Defendant, the Plaintiff has incurred and will incur in the future, substantial medical expenses, including, but not limited to, expenses for doctors, x-rays, future surgery, tests, physical therapy, prescription medicines and hospital care.
- 10. As a result of the negligence and carelessness of the Defendant, the Plaintiff has been and will be in the future prevented from enjoying and participating in the normal activities of life that she enjoyed prior to the accident.
- 11. Plaintiff provided proper statutory notice pursuant to Conn. Gen. Stat. § 7-465, 52-557n, 10-220, 10-240 and/or any other relevant statute on or about September 9, 2014.

WHEREFORE, the Plaintiff claims:

- 1. Money damages;
- 2. All other remedies the court deems just.

THE PLAINTIFF, TINA M. CRUZ

Kent J. Mancini, Esq. (426628) Cramer & Anderson, LLP 46 West Street, P.O. Box 278

Litchfield, CT 06759 Juris No.: 012732

Telephone: (860) 567-8718

Fax (860) 567-4531

RETURN DATE: MAY 10, 2016

SUPERIOR COURT

TINA M. CRUZ

JUDICIAL DISTRICT OF WATERBURY

V.

AT WATERBURY

THE CITY OF WATERBURY

APRIL 8, 2016

STATEMENT OF AMOUNT IN DEMAND

The Plaintiff claims monetary damages against the Defendant in an amount in excess of Fifteen Thousand (\$15,000.00) Dollars, exclusive of interest and costs.

THE PLAINTIFF, TINA M. CRUZ

Kent J. Mancini, Esq. (426628)

Cramer & Anderson, LLP

46 West Street, P.O. Box 278 Litchfield, CT 06759

Juris No.: 012732

Telephone: (860) 567-8718

Fax (860) 567-4531

CERTIFICATION

I hereby certify that a copy of the foregoing was served upon the Defendant, pursuant to the attached sheriff's return.

Kent J. Mancini, Esq. (426628) Commissioner of the Superior Court



ONATHAN PERKINS

INJURY LAWYERS

April 11, 2016

Charles L. Stango, President Waterbury Board of Education 236 Grand Street Waterbury, CT 06702

Re: Notice of Intention to Make Claim/Commence Action for Physical Injuries

Dear Sir/Madam:

Notice is hereby given pursuant to the Connecticut General Statutes of the following physical damages suffered as a result of the negligence/nuisance/willful conduct of the relevant municipal employee(s) and of the intention to pursue a claim and/or commence an action to recover damages, as follows:

Injured person:

Jhakhi Jenkins

Date of birth:

08/22/2006

Date of Injury:

02/09/2016

Place of Injury:

School or bus, Generali Elementary School 3196 East Main

Street Waterbury, CT 06705

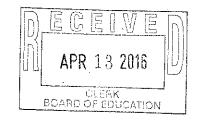
Nature of Injury:

Dislocated left arm

On or about February 9, 2016, Mr. Jenkins was traveling on his school bus on his way to school. After he arrived to school his guardian received a call from the school stating that he was complaing of the inuries listed above and to come pick him up. Mr. Jenkins was injured due to the negligence of the relevant employees and/or agents of the Waterbury Board of Education in that they failed to properly supervise and/or provide for his safety.

Sincerely,

Wendi Kowarik



New Haven Office: 30 Lucy Street Woodbridge, CT 06525 Telephone: (203) 397-1283 Fax: (203) 397-1284

Bridgeport Office: 965 Fairfield Avenue Bridgeport, CT 06605 Telephone: (203) 380-1556

Fax: (203) 380-1082

Toll Free: 800-PERKINS

Hartford Office: 45 Wyllys Street Hartford, CT 06106 Telephone: (860) 722-9923

Fax: (860) 722-9969

www.800perkins.com

Waterbury Office: 454 Wolcott Street Waterbury, CT 06705 Telephone: (203) 437-6190 Fax: (203) 437-6191



JONATHAN PERKINS

INJURY LAWYERS

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Street Waterbury, CT 06705

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Sincerely,

M(-)

Wendi Kowarik

APR 13 2016 GLERK BOARD OF EQUICATION

New Haven Office: 30 Lucy Street Woodbridge, CT 06525 Telephone: (203) 397-1283

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Bridgeport Office: 965 Fairfield Avenue Bridgeport, CT 06605 Telephone: (203) 380-1556

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Fax: (860) 722-9969

www.800perkins.com

Waterbury Office: 454 Wolcott Street Waterbury, CT 06705 Telephone: (203) 437-6190

Fax: (203) 437-6191



Crosby High School

Jade L. Gopie
Principal

Vincent Balsamo Assistant Principal Joanna Crudele Assistant Principal

Cathleen Newmark
Assistant Principal

City of Waterbury Board of Education c/o Carrie Swain, Clerk Chase Municipal Building 236 Grand Street, 3rd floor Waterbury, CT 06702

April 11, 2016

To the Commissioners of the Waterbury Board of Education,

I am writing this letter in support of the Library Media Center at Waterbury Career Academy being named after Katherine "Kay" Wyrick.

As a lifelong resident of Waterbury, I am fully aware of the impact that Ms. Wyrick has had on the countless youth of the city up until her passing in 2006. Ms. Wyrick worked in the City of Waterbury, particularly, in the WOW and Berkley-Warner areas (where WCA now sits), to ensure that the children of the city had safe places to live, learn, and grow. Many of the professionals that currently work with the city's youth, including me, were directly mentored and motivated by Ms. Wyrick. If it were not for Ms. Wyrick and her high expectations for all us, many of us would not have achieved the success that we have or be in the positions that we are in today.

There is no individual who advocated more for the overall success and wellbeing of the youth of Waterbury than Ms. Wyrick during her lifetime. Naming the Media Center at WCA would simply due justice in honoring her legacy and cement her place in Waterbury history. It also will give current and future generations of students to learn more about her life's work in hopes that they may also be inspired to become greater that what they believe they can be.

If you have any questions, please feel free to contact me (203) 578-0432.

Sincerely,

Sean M. Mosley English Department Chair, Crosby High School

We, the members of the Crosby High School Community, are committed to providing a safe and welcoming environment that promotes a creative, innovative and intellectually challenging learning experience to ensure that all students are prepared to become 21st century learners and productive members of a diverse society.



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 12, 2016

Xiomara Martinez 44 Thornhill Circle, #2 Waterbury, CT 06705

Dear Ms. Martinez:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide - Generali Elementary School for the Department of Education - Food Service (Requisition #2015836) at \$9.71 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> to <u>19 hours</u> per week.

This position <u>does not provide health insurance benefits</u>. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, April 14, 2016 at 11:50 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 14, 2016 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Scott Morgan

Sincerely.

Director of Human Resources

SM/sd

cc: Board of Education

Dr. Ouellette, Supt. of Schools Linda Franzese, Food Serv. Director

file



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 12, 2016

Tawana Jackson 85 Bishop St. Waterbury, CT 06704

Dear Ms. Jackson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req.#2015689) at \$16.04 per hour. Please contact Wendy Owen, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 14, 2016 at 9:30 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 14, 2016 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Scott Morgan

Director of Human Resources

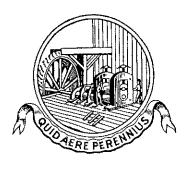
SM/sd

Sincerél

cc Board of Education

Dr. Ouellette, Supt. of Schools

Wendy Owen, Director of Special Educ.



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission
April 15, 2016

Barbara Kazlauskas 86 Blackman Waterbury, CT 06704

Dear Ms. Kazlauskas:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2016078) at \$12.40 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 28, 2016 at 9:30 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 29, 2016 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth-dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely

Scott Morgan

Director of Human Resources

SM/sd

cc Board of Education,

Linda Franzese, Director of Food Service,

Dr. Ouellette, Supt. Of Schools



(203) 574-6761

The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 19, 2016

William McEntee 728 Washington Ave. Ext. Waterbury, CT 06708

Dear Mr. McEntee:

Your name is being certified to the Education Department for the position of Painter II (Req. #2015036) at \$20.15 per hour. Please call John Cross, School Inspector, to discuss the details of the position. The telephone number is (203) 574-8013. Failure to call the above named individual by April 26, 2016 will result in your name being removed from the eligibility list.

We have scheduled your orientation for Thursday, April 28, 2016 at 11:30 a.m. at the Department of Human Resources, 236 Grand Street in Waterbury. You must attend the orientation session in order to be certified to this position. Your first day reporting to your new department/supervisor will be April 29, 2016 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. If you have not done so prior, you will be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. If you have any questions regarding these requirements, please call us prior to the orientation session.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Scott Morgan

Director of Human Resources Generalist

SM/sd

cc: Board of Education John Cross, School Inspector Dr. Ouellette, Supt. of Schools file



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission
April 19, 2016

Laqueshia McKenna 28 Oakland Ave. Waterbury, CT 06710

Dear Ms. McKenna:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2015796) at \$16.04 per hour. Please contact Wendy Owen at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 28, 2016 at 9:30 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 28, 2016 at your regular scheduled time.

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

Your new probationary period in accordance with your applicable contract will be six (6) months in duration. The department head will be responsible for executing your probationary evaluation no later than six months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerety,

Scott Morgan

Director of Human Resources

SM/sd

Cc: Board of Education

Dr. Ouellette, Supt. of Schools

Wendy Owen, Director of Special Education