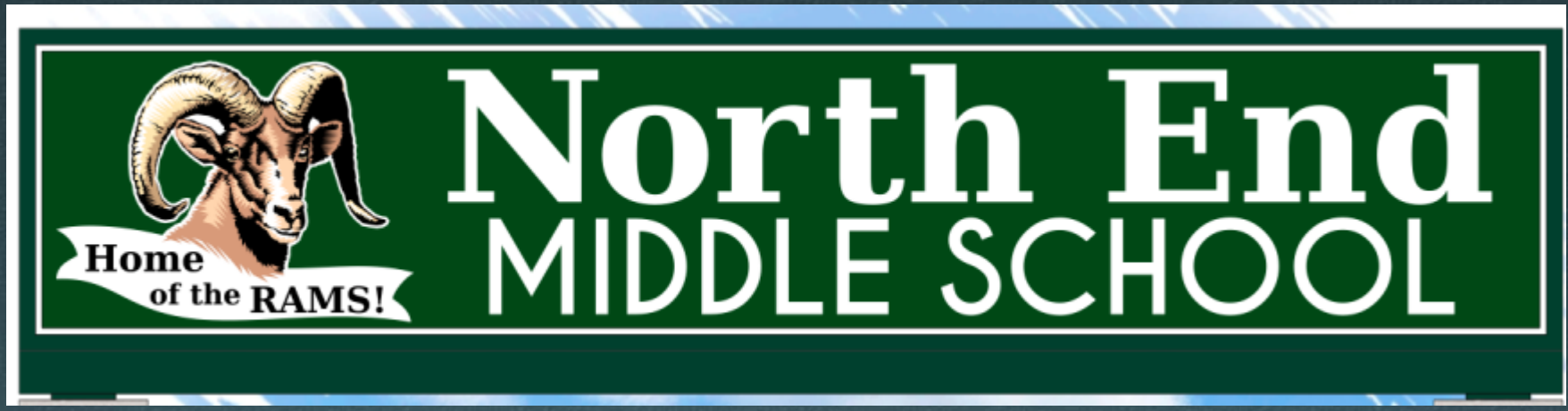


Board of Education Meeting
Thursday October 8, 2015

North End Middle School

Administrative Staff

Jackie Gilmore Building Principal

Joseph Begnal Red House

James Simpson Blue House

Jennifer Egan Gold House

Michelle Baker ILD

North End Middle School
What is our makeup?

Students 991 60% Hispanic 28% Black 12% White 22.5 % SPED

Staff Make up: 101 Teachers and 24 paraprofessionals

Years of teaching

0-5	**40**
5-10	**21**
10+	**40**



Courses offered: Language Arts, Reading, Math, Social Studies, Science, Spanish, Business and Computers, FCS, Technology Education, Physical Education, Health, Literacy, Numeracy, Art, Vocal, and Band.

North End Middle School Discipline Data

	ISS	OSS	Total
2012-2013	244	545	789
2013-2014	168	441	609 (-22%)
2014-2015	*74	493	567 (-6.9%)

*No ISS monitor from October 2014 until June 2015

2015-2016 Discipline Data

	8/26/15 to 10/6/15	8/26/14 to 10/6/14
Suspensions (OSS &ISS)	21	46 (-54%)
Arrests	0	3
Civil Citation (JRB)	4	0

NEMS Prevention Team

Highly functional team that meets weekly to discuss topics such as academics, behavior, attendance, conflicts, grief, bullying, and any other issues that affect our students daily.

During meetings team members:

Develop action plans for students in crisis

Review data from SWIS to determine our focus for behaviors

Create groups based on need (anger, grief, coping, etc.)

Report on progress of students

Strategize ways to improve academics, behavior, and attendance.

SWIS Data 2014-2015

Highest Referrals by Location

Location	Aug. 2014 to June 10, 2015
Class	1174
Hall	287
Art	90
Cafeteria	74

Referrals by Day of the Week

Day of Week	Aug. 2014 to June 10, 2015
Monday	251
Tuesday	366
Wednesday	363
Thursday	390
Friday	376

Referrals by Grade

Grade	Aug. 2014 to June 10, 2015
6th	620
7th	640
8th	486

Month	Total School Days	Total Referrals	Average/Day
August	5	12	2.4
September	21	134	6.38
October	22	235	10.68
November	14	168	12
December	17	179	10.53
January	13	119	9.15
February	15	143	9.53
March	22	270	12.27
April	16	121	7.56
May	20	291	14.55
Aug.-June 10, 2015	173	1,746	10.09

RAM READY

What does it mean to be "Ram Ready?"

- electronics, cell phones off and put away
- In complete dress code
- Hoodies in lockers
- Prepared for class (pen, book, etc.)
- Headphones put away



PBIS

Positive Behavior Intervention Support

2 Co-Chairs & 25 members –meet bi-monthly

R Respect

A Attitude

M Motivated

S Success





PBIS



Super Student Ticket-small classroom reward

School-wide Rewards including Holiday Dance, Carnival, field trips, ice cream social

Student of the Month Recognition –breakfast with principal and picture taken

Staff of the Week-trophy and parking space

NEMS Top 100 Students Breakfast in May




RESPECT
MY


Student of the Month
Champ
Lorenzo Maldando
February
RAM of the month

Addressing NEMS Attendance

CAT Team consists of :

- Administrators
- Attendance Counselor
- Social Workers
- Guidance Counselors
- Psychologist
- Nurse
- Prevention Specialist
- Behavior Technician
- Parent Liaison

CAT Team

Team meets bi-monthly to address issues around truancy and chronic absenteeism. Because every child's situation is unique, many different strategies and action steps are developed and implemented. Some strategies we utilize are:

Phone Calls/Home Visits

CI/CO(check in/check out) with SW or Guidance Counselor

Teacher Connection/Peer Connection -- "cheerleader"

Individual/Class /School wide Incentives

Student Contracts

Positive phone calls/notes home to parents

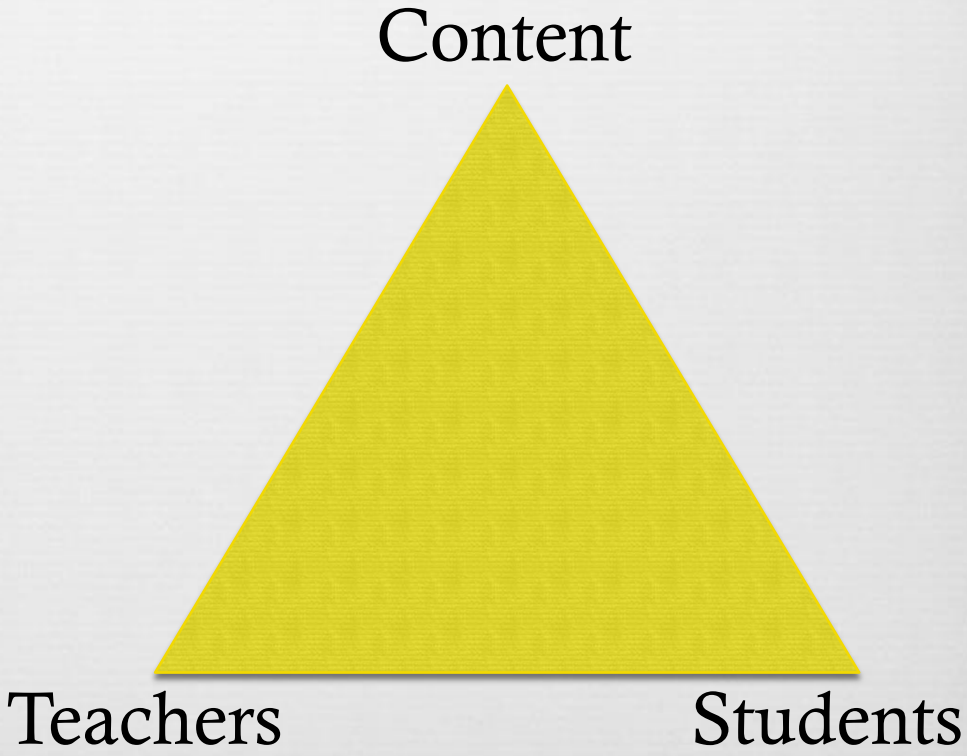
Community Agencies (PAL, WYS, YMCA, Girl's Inc. DCF, Wellmore)

NEMS Academic Focus ELA

Structure for Success

- Teaming Standards
- Instructional Data Teams
- Curriculum Management Cycle
- Literacy Support Staff

The Instructional Core



NEMS Academic Focus ELA

Student Portfolio and Self-Reflections

- How do we understand what we read?
- How do we write and present effectively?
- How do we speak effectively and listen critically?
- What are effective and accurate methods of research?
- How is our learning a reflection of our behaviors?

North End Middle School
What are we made of?

There are many factors that contribute to the "Heart" of a school. We would like to share three stories that we feel capture the "Heart" of North End.



Alex's Mission



Washington DC Trip
May 2015



To: Anthony Della Calce

Subject: "Letter to a Soldier“

Hello Mr. Calce,

I am a captain in the United States Army and recently graduated from the Uniformed Services University of the Health Sciences in Bethesda, Maryland. The university is closely affiliated with the famed Walter Reed hospital and is on the same military base in Bethesda. I am now a resident in orthopedic surgery at Tripler Army Medical Center in Honolulu, HI. I have the honor of treating wounded soldiers and their family members that travel to us from all across the globe. It's one of the most challenging and rewarding careers imaginable.

The day before my graduation in Washington DC, one of your students stopped me on the street and gave me a "letter to a soldier" with a kind note inside. I wanted to let you and your students know that I appreciated the note and am grateful to have supportive civilians that, regardless of their political opinions, support the troops. I hope that your students will also consider the great opportunities that the military has to offer them if they are willing to challenge themselves physically and mentally on a daily basis.

Best Regards,

Mitchell Harris, M.D., CPT

Orthopedic Surgery, PGY-1

Unified Sports

The NEMS Unified Sports program began five years ago due to the collaborative efforts of 2 staff members, Mary Colgan and Elaine Crane. We are the only middle school program in the city. Students with disabilities are partnered with non-disabled peers to compete in various sporting events like basketball and soccer. During the past two years, we have finished in the top five for CIAC schools. Last year, we received the Spirit of Life Award.



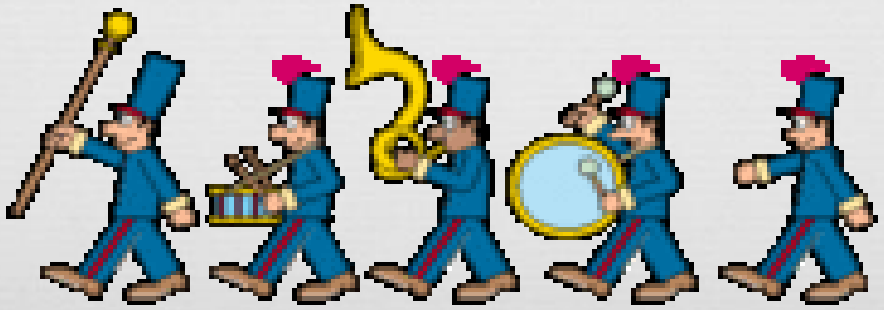

5
SPECIAL OLYMPICS
UNIFIED SPORTS
North End Middle School
SPIRIT OF LIFE
AWARD-WINNING
SCHOOL
CIAC

Exciting Music News

The NEMS band was selected as a finalist for the CABE convention this year and will be playing at the Wolfpack and Bridgeport Sound Tigers games again this year.

The band is also working on building "a bridge" with our feeder school at Bucks Hill by performing on Oct 30th for their literacy day in hopes of having students/parents become aware of our program here at NEMS and hopefully being part of it.

14 NEMS chorus students auditioned for the Waterbury Youth Chorus at school last week and all were accepted. They will join students from all over the City.



Parent Involvement

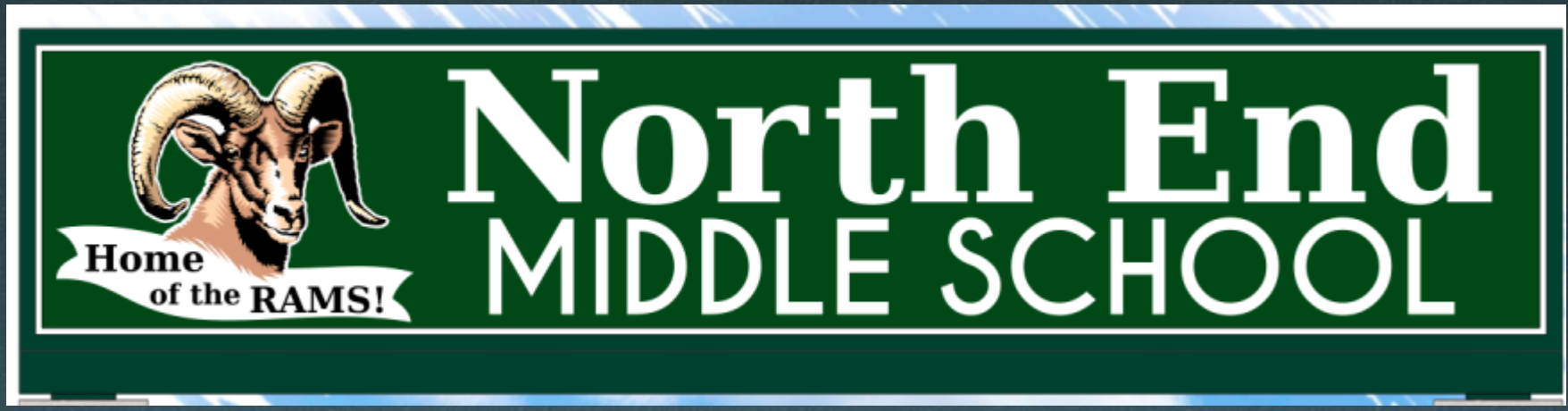
Rebecca Harmon Parent Liaison



Enlightening the Mind Book Club

North End Middle School /Wilby High School Naviance Information Session –October 23rd.

School Governance Council



Thank You!

#2

CONNECTICUT STATE DEPARTMENT OF EDUCATION

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	

AUTHORIZED SIGNATURES CHANGE FORM

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

This is to certify that on October 1, 2015 (*Date*), as shown in the minutes of

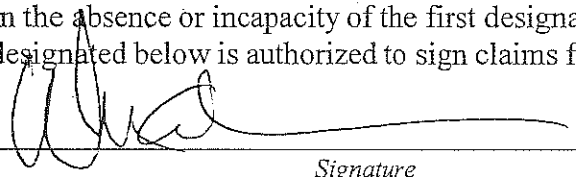
Waterbury Public Schools
Name of Corporation, Board of Education or Governing Body

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

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

Kathleen M. Ouellette *Signature*	Dr. Kathleen M. Ouellette *Printed Name*
Superintendent of Schools *Title (Superintendent of Schools, Mayor, Selectman, President or Chairperson of the Board, Pastor or Commissioner)*	October 1, 2015 *Date*

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

 *Signature*	W. Garett Miller *Printed Name*
Interim Chief Operating Officer and Chief of Staff *Title (Assistant Superintendent, Business Official, Principal, Headmaster, City or Town Manager, Executive Director or Deputy Commissioner)*	October 1, 2015 *Date*

3. The signature below certifies the above action.

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

This form is available at 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

#3

Carrie Swain

From:	Elaine Skoronski
Sent:	Friday, September 25, 2015 1:48 PM
To:	Carrie Swain
Cc:	Lois Mulhern (lmulhern@waterburyct.org); WENDY OWEN
Subject:	revision to medication policy 5141.21(d)
Attachments:	20150925134038974.pdf

We (The Waterbury Health Department and The Waterbury Public Schools) need to make an amendment to the Administration of Medication Policy, Section 5141. I attach the relevant portion of the section that needs to be revised. Through the School Health and Wellness sub-committee, Lois Mulhern, Lucy Moscella and I modify the medication policies from time to time to conform with new legislative mandates.

4151.21(b)(d)1 needs to be revised by adding in three words, "training of the " to clarify that the sentence refers to training and not the prescribing of glucagon: The sentence should be revised to read:

"In reference to the training of the administration of glucagon, only the written order of a CT licensed physician is acceptable."

Please place on the Board Agenda.

Thanks,

Elaine

Elaine M. Skoronski, J.D.
Waterbury Public Schools
Special Services
236 Grand St, 2nd Floor
Waterbury, CT 06702
203-346-3518
eskoronski@waterbury.k12.ct.us

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Administration of Medications Policy, continued

2. The Waterbury Board of Education, with the advice and assistance of the School Medical Advisor and the Public Health Nursing Administrator, shall review and revise the policies and procedures concerning the administration of medications annually or as needed.

3. The School Medical Advisor and the Public Health Nursing Administrator will provide a medication manual to all schools for nurses, administrators and teachers. The medication manual will be located in each health office.

(d) No medication may be administered without:

1. The written order of an authorized prescriber (physician, dentist, advanced practice RN, physician assistant, optometrist). In reference to the training of the administration of glucagon, only the written order of a Connecticut – licensed physician is acceptable.
2. The written authorization of the student's parent or legal guardian to administer prescribed medication.
3. A written authorization by the parent or guardian for exchange of information between the school personnel and the authorized prescriber.
4. The written and/or verbal approval of the School Medical Advisor. See Appendix 1A/F – 2.1 Authorization of Medication by Qualified School Personnel. F – 2.7 Diabetic Management Plans per Yale New Haven Hospital and Connecticut Children's Medical Center are acceptable.
5. Following the receipt and review of all medication orders, the school nurse (a) will forward the orders to the School Medical Advisor at the Health Department by fax or U. S. Mail; (b) School Medical Advisor will authorize medication orders; and, (c) authorized medication orders will be returned to the school nurse by fax and U. S. Mail.

(e) Prescribed medication shall be administered to and taken only by the student for whom the prescription has been written. Orders are valid for the requested time period only and long term medications must be renewed annually, beginning each academic year.

(f) Qualified school personnel, when properly trained, and other qualified individuals, may administer to students:

- oral medications
- topical medications
- bronchodilators
- EpiPens for students medically diagnosed with an allergic condition which may require prompt treatment to protect the student against serious harm or death.
- Glucagon for students with diabetes

(g) Qualified school personnel may not administer investigational drugs, research or study medications.

#4

MEMORANDUM

TO: Board of Education

FROM: John Herman, Security and School Safety Coordinator

SUBJECT: **Proposed Agreement between the City of Waterbury, CT and Security Plus Northeast, LLC**
Security Grant II Lockdown Button Project

DATE: September 30, 2015

Attached, for Board of Education (BOE) approval, is a copy of the Agreement between the City of Waterbury, CT and Security Plus Northeast, LLC to furnish and install lockdown buttons at various schools within the district.

Security Plus Northeast, LLC was selected as the lowest responsible bidder following a bid solicitation (ITB# 5313), by the Waterbury Purchasing Department. A total of two (2) bids were received, ranging from $68,132.00 to $540,647.78. A copy of the bid tabulation is attached. The lowest responsible bidder, Security Plus Northeast LLC. submitted a bid of $68,132.00 and included all the services requested in the solicitation. The Department of Education has no prior previous experience with this contractor. References were checked and came back with favorable responses.

The total value of this agreement is $68,132.00 (base bid of $65,856.00 plus a contingency of $2,276.00) and includes all the services requested in the ITB. The agreement is for 180 days. Security Plus Northeast LLC will warranty their work associated with the lock down buttons for a period of one year in accordance with the agreement. The costs for this Agreement are funded by the State of Connecticut's School Security Competitive Grant Program.

I will be present at the 10-8-14 BOE Workshop meeting to address any questions you might have regarding this matter.

Enclosures

CC:

Gary Miller – Waterbury Department of Education
Linda Whiby – Waterbury Corporation Counsel
File:

CONSTRUCTION CONTRACT
for
LOCKDOWN BUTTONS
between
City of Waterbury
and
SECURITY PLUS NORTH EAST, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Security Plus Northeast, LLC, located at 436 Smith St, Middletown, CT,06457, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5313 for Waterbury Public Schools Entrances and Vestibules; and,

WHEREAS, the City accepted the Contractor's bid for ITB Number: 5313; and

WHEREAS, the City desires to obtain the Contractor's services for adding lockdown buttons at various schools pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

The Project consists of furnishing and installing lockdown systems in various schools in the district as more particularly described and shown in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- Bid Forms, City's Invitation to Bid No. 5313 consisting of 169 pages: (excluding the sample contract, Contractor Compliance packet, and Chapter 34: City Policy, consisting of 60 pages, which shall be incorporated herein by reference as if fully set for the herein);

-Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as "Scope of Services

a. Project Manual 100% CD Submission 7/21/15
b. Project Plans E1 and E2 dated 7/21/15

-the Contractor's response to City Invitation to Bid No. 5313, dated 8/17/15, consisting of 18 pages
- Bid Addenda, dated 8/11/15; consisting of 40 pages
- any and all amendment(s) and Change Orders, issued by the City after execution of Contract

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

1. Contract
2. Change Orders and Amendments
3. Addendum
4. City of Waterbury's ITB
5. Project Manual
6. Schedule of Prevailing Wage Rate Determinations
7. List of Drawings
8. Historical Documents
9. Required Documents
10. All permits and licenses (including Contractor's abatement licenses)
11. Department of Environmental Protection Regulations (CWF-1 through CWF-32)
12. All applicable Federal, State, and local statutes, regulations charter and ordinances

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

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

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

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

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

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

(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) 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.

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

(5) 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;

(6) has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for ITB Number 5313 (collectively "Bid Documents"); and

(7) 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.

(8) 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.

(9) 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.

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

B. 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) days thereafter.

C. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 below.

D. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the following hours: 9:30 am 9:30 pm unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

I. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract documents, or (2) 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 Site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

J. 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 and its Attachments, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Scope of Services.

K. Permits and Licenses. Unless expressly stated to the contrary in Section 1 and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's Scope of Services, and for the City's occupancy, use, and operation of the Project. The City of Waterbury building permit fee will be waived. The Contractor will be responsible to carry the cost of the State permit fee in their bid. The state permit fee calculation is: base bid amount times .026%.

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

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

N. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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.

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

5. Contract Time. The Contractor shall complete all work and services required under this Contract within 180 consecutive calendar days of execution of this Contract by the City ("Contract Time").

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

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

The Contractor shall pay to the City the sum of Five **Hundred Dollars ($500.00) per calendar day** for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for 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 the Contractor under this contract.

6. Compensation.

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

No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be

considered on account of failure of the Contractor to completely inform itself as required herein above.

A. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed Sixty-Eight Thousand One Hundred and Sixty-Eight Dollars ($68,132.00) (hereafter referred to as "Total Compensation"), with the basis of payment being as follows:

(i) Base Bid: Sixty-Five Thousand Eight Hundred Fifty-Six Dollars.....$ 65,856.00
(ii) Contingency: Two Thousand Two Hundred Seventy-Six Dollars .....$ 2,276.00
(iii) Total Compensation: Sixty- Eight Thousand One Hundred Thirty-Two Dollars.....$68,132.00

B. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage **Five percent (5.0%)** of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this 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 the Contractor's failure to comply with construction plans, specifications, etc. deemed provisions of this Contract.

C. Contingency. At sole discretion and control of the City, the Contingency amount as set forth in Section 6.A of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the contingency shall be, but not limited to, the Unit Labor Rates and Unit Prices as set forth in **Attachment B.**

D. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.A. above and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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.

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

E. Bid Costs. All costs of the Contractor in preparing its bid for ITB No. 5293 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

H. Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) substantial completion of the Project, and (iii) final completion of the Project, the Contractor shall 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.

I. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final

Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

(i) submit Applications for Payment in accordance with the following:

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

The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

(ii) Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City.

Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City of Waterbury that all materials, supplies, components, equipment, etc. furnished under this contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any

and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees.

The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, any other remedy stated in this contract or otherwise available to the City of Waterbury under applicable law.

8. Passing of Title and Risk of Loss.

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

B. 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.

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

9. Indemnification.

A. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) 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 (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond each bond written for a penal sum equaling the Section 6 "Total Compensation" 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 hereinabove, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

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

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

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the City as an additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an 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 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.

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

A. General Liability Insurance: $1,000,000.00 per occurrence, $2,000,000.00 aggregate including Products Liability and Completed Operations Liability coverage within the General Liability Insurance for limits as shown here.

B. Automobile Liability Insurance: $1,000,000.00 per accident, combined single limit (CSL)

C. Workers' Compensation: Statutory Limits within the State of Connecticut

D. Excess Liability Insurance: Not Required.

E. Installation Floater: Not Required.

F. Contractors Pollution Liability Insurance: Not Required.

The following descriptions correlate to the types and limits of insurance coverages listed above:

A. General Liability Insurance: 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.

B. Automobile Liability Insurance: 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 owned or non-owned vehicle

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

D. Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.

E. Installation Floater Insurance: Special Form Clause of Loss including theft. Property Insurance coverage including all materials in transit and all materials in storage wherever stored. Value of any and all subsequent contract changes. This insurance shall include the interests of the Owner, the Contractor and any and all subcontractors. Property coverage included on the total value of the constructed property until an occupancy certificate is issued. Upon the issuance of said certificate the City will assume responsibility for insuring the completed constructed property. Property Deductible is the responsibility of the Contractor, not the City. If Property Deductible is over $25,000, the City may request a bond or some other form of reassurance that Contractor can cover such Property Deductible.

F. Contractors Pollution Liability Insurance: NA

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

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.

Certificates of Insurance: Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and the Waterbury Board of Education, their public officials, employees, program manager and any other person acting under, through or for them are listed as additional insured as their interests may appear". Note: A copy of the Additional Insured Endorsement will be required in addition to the Certificate of Insurance. The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 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.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT 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); 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 made a part hereof.

A. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

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

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

A. **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.

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

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

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

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

C. 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.

D. **Definitions.** For purposes of this paragraph:

(1) "Administrator" shall be defined as it is in the Good Jobs Ordinance.

(2) "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

(3) "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

(4) "Contractor" shall be defined as it is in the Good Jobs Ordinance.

(5) "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

(6) "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

(7) "Resident" shall be defined as it is in the Good Jobs Ordinance.

(8) "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor

providing construction work and all lower tiered (level) providers of construction work.

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

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

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

(3) 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

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

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

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

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

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

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

G. Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory

"pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

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

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

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

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

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

14.2 Liquidated Damages Applicable To Paragraph 14.1

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

(1) issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

(2) if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000) as liquidated damages.

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

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

D. 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.

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

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

A. 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.

B. 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.

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

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

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. 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.

G. 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.

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

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

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

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

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

(1) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this

Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

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

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

D. Rights Upon Termination.

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

(2) **Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to

mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The

Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. **Changes in the Project: Change Orders.**

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

B. **Procedures.**

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

To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the contractor. Similarly, if the change request is expected to result in a reduction in

products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

(3) City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

C. 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, and (iv) 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.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's ITB No. 5293 and (ii) the Contractor's bid response to ITB No. 5293 dated August 5, 2015. Said historical documents are attached hereto as **Attachment "A".**

A. 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.

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

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

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

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

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

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

Contractor:	Security Plus Northeast, LLC 436 Smith St Middletown, CT 06457
City:	City of Waterbury, Department of Education c/o Chief Operating Officer, and Chief of Staff Chase Municipal Building, 1st Floor 236 Grand Street Waterbury, CT 06702

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

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 F 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.

G. 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 financial 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 G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

H. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

I. 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.

J. 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"].

K. 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.

L. 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.

M. 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.

N. Prohibition Against Contingency Fees. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

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

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

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

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

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

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

G. 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.

H. Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

I. Notice to Proceed: A letter from the City which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.

J. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

K. Project Engineer: 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.

L. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

M. Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

N. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

O. Substantial Completion: The time at which the Project (or a specified part thereof) has progressed to the point where, 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 refer to Substantial Completion thereof.

P. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

Q. Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

[Signature page follows]

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

WITNESS:

CITY OF WATERBURY

_____

By: _____
Neil M. O'Leary, Mayor

_____

Date: _____

WITNESS:

SECURITY PLUS NORTHEAST, LLC

_____

By: _____

_____

Date: _____

ATTACHMENT A

- Bid Forms, City's Invitation to Bid No. 5313 consisting of 169 pages: (excluding the sample contract, Contractor Compliance packet, and Chapter 34: City Policy, consisting of 60 pages, which shall be incorporated herein by reference as if fully set for the herein);

- Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as "Scope of Services
    a. Project Manual 100% CD Submission 7/21/15
    b. Project Plans E1 and E2 dated 7/21/15

- the Contractor's response to City Invitation to Bid No. 5313, dated 8/17/15, consisting of 18 pages
- Bid Addenda, dated 8/11/15; consisting of 40 pages
- any and all amendment(s) and Change Orders, issued by the City after execution of Contract

ATTACHMENT B

Unit Labor Rates and Unit Prices

Electrician $98.00 includes all benefits, Workmen's Comp, General Liability Insurance, FICA, State U.C., Federal U.C., overhead and profit

Unit prices to include all burden and overhead and profit

A. Furnish and install additional Panic Button $1,722.00/ea

Bid Tab			
ITB 5313- Lockdown Systems			
Bid Date 8-17-15			
Bidder	ESCS	Security +	
Base	**540,647.78**	**68,132.00**	
Contingency			
total bid	540,647.78	68,132.00	
Unit Prices			
Panic Button	3,708.00	1,722.00	
Electrician L6	108.94	98.00	
Bond	yes	yes	
Power of Attorney	yes	yes	
DAS	yes	na	

#5

MEMORANDUM

TO: Board of Education

FROM: John Herman, Security and School Safety Coordinator

SUBJECT: **Proposed Agreement between the City of Waterbury, CT and Electronic Security and Control Systems, Inc. Security Grant II Video Surveillance System**

DATE: September 30, 2015

Attached, for Board of Education (BOE) approval, is a copy of the Agreement between the City of Waterbury, CT and Electronic Security and Control, Inc. to furnish and install video surveillance systems at various schools within the district.

Electronic Security and Control, Inc. was selected as the lowest responsible bidder following a bid solicitation (ITB#5294), by the Waterbury Purchasing Department. A total of five (5) bids were received, ranging from $154,577.00 to $294,704.00. A copy of the bid tabulation is attached. The lowest responsible bidder, Electronic Security and Control, Inc. submitted a bid of $154,577.00 and included all the services requested in the solicitation. The Department of Education had favorable experiences with this contractor in the past. References were checked and came back with favorable responses. They performed work on two projects at Crosby High School and one project at Chase Elementary School.

The total value of this agreement is $154,577.00 (base bid of $134,414.00 plus a contingency of $20,163.00) and includes all the services requested in the ITB. The agreement services run for 240 days. Electronic Security and Control, Inc. will warranty their work associated with the providing lock down buttons for a period of one year in accordance with the Agreement. The costs for this Agreement are funded by the State of Connecticut's School Security Competitive Grant Program.

I will be present at the 10-8-15 BOE Workshop meeting to address any questions you might have regarding this matter.

Enclosures

CC: Gary Miller – Waterbury Department of Education
Linda Whiby – Waterbury Corporation Counsel
File:

CONSTRUCTION CONTRACT
for
WATERBURY PUBLIC SCHOOLS VIDEO SURVEILANCE IMPROVEMENTS II
between
City of Waterbury
and
ELECTRONIC SECURITY AND CONTROL SYSTEMS, 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 Electronic Security and Control Systems, Inc., located at 108 Evergreen Street, Bridgeport, CT 06606, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5294 for Video surveillance upgrade in various schools; and,

WHEREAS, the City accepted the Contractor's bid for ITB Number 5294; and

WHEREAS, the City desires to obtain the Contractor's services for installation of school video surveillance system pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

The Project consists of furnishing and installing video closed circuit television (CCTV) digital cameras and recording equipment in district schools as more particularly described and shown on **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- Bid Forms, City's Invitation to Bid No. 5294 consisting of 133 pages: (excluding the sample contract, Contractor Compliance packet, and Chapter 34: City Policy consisting of 60 pages, which shall be incorporated herein by reference as if fully set forth herein);

- Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as "Scope of Services) which shall include:

a. Drawings entitled Waterbury Public Schools Facility and Security Improvements II Video Surveillance Systems, dated June 12, 2015 consisting of Drawings C8, A01-A05 and T1-T2

- the Contractor's response to City Invitation to Bid No. 5294, dated 8/17/15, consisting of 20 pages
- Bid Addenda, dated 8/11/15; consisting of 40 pages
- any and all amendment(s) and Change Orders, issued by the City after execution of Contract

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

1. Contract
2. Change Orders and Amendments
3. Addendum
4. City of Waterbury's ITB
5. Project Manual
6. Schedule of Prevailing Wage Rate Determinations
7. List of Drawings
8. Historical Documents
9. Required Documents
10. All permits and licenses (including Contractor's abatement licenses)
11. Department of Environmental Protection Regulations (CWF-1 through CWF-32)
12. All applicable Federal, State, and local statutes, regulations charter and ordinances

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

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

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

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

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

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

(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) 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.

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

(5) 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;

(6) has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for ITB Number 5294 (collectively "Bid Documents"); and

(7) 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.

(8) 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.

(9) 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.

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

B. 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) days thereafter.

C. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 below.

D. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the following hours: 8:00 and 5:00 working around the individual schools schedules unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

I. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract documents, or (2) 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 Site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

J. 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 and its Attachments, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Scope of Services.

K. Permits and Licenses. Unless expressly stated to the contrary in Section 1 and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's Scope of Services, and for the City's occupancy, use, and operation of the Project. The City of Waterbury building permit fee will be waived. The Contractor will be responsible to carry the cost of the State permit fee in their bid. The state permit fee calculation is: base bid amount times .026%.

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

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

N. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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.

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

5. Contract Time. The Contractor shall complete all work and services required under this Contract within 210 consecutive calendar days of execution of this Contract by the City ("Contract Time").

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

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

The Contractor shall pay to the City the sum of **Five Hundred Dollars ($500.00) per calendar day** for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for 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 the Contractor under this contract.

6. Compensation.

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

No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

A. **Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed One Hundred Fifty-Four Thousand Five Hundred Seventy-Seven Dollars ($154,577.00) (hereafter referred to as "Total Compensation"), with the basis of payment being as follows:

(i) Base Bid: One Hundred thirty-Four Thousand Four Hundred Fourteen Dollars.....$134,414.00
(ii) Contingency: Twenty Thousand One Hundred Sixty-Three Dollars .....$ 20,163.00
(iii) Total Compensation: One Hundred Fifty-Four Thousand Five Hundred Seventy-Seven Dollars.....$154,577.00

B. **Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage **Five percent (5.0%)** of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this 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 the Contractor's failure to comply with construction plans, specifications, etc. deemed provisions of this Contract.

C. **Contingency.** At sole discretion and control of the City, the Contingency amount as set forth in Section 6.A of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the contingency shall be, but not limited to, the Unit Labor Rates and Unit Prices as set forth in **Attachment B.**

D. **Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.A. above and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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.

The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the

Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

E. Bid Costs. All costs of the Contractor in preparing its bid for ITB No. 5294 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

H. Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) substantial completion of the Project, and (iii) final completion of the Project, the Contractor shall 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.

I. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

(i) submit Applications for Payment in accordance with the following:

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

The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

(ii) Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City.

Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City of Waterbury that all materials, supplies, components, equipment, etc. furnished under this contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees.

The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, any other remedy stated in this contract or otherwise available to the City of Waterbury under applicable law.

8. Passing of Title and Risk of Loss.

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

B. 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.

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

9. Indemnification.

A. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) 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 (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

B. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Contractor, any subcontractor, anyone

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

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond each bond written for a penal sum equaling the Section 6 "Total Compensation" 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 hereinabove, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

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

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

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the City as an

additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an 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 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.

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

A. General Liability Insurance: $1,000,000.00 per occurrence, $2,000,000.00 aggregate including Products Liability and Completed Operations Liability coverage within the General Liability Insurance for limits as shown here.

B. Automobile Liability Insurance: $1,000,000.00 per accident, combined single limit (CSL)

C. Workers' Compensation: Statutory Limits within the State of Connecticut

D. Excess Liability Insurance: Not Required.

E. Installation Floater: Not Required.

F. Contractors Pollution Liability Insurance: Not Required.

The following descriptions correlate to the types and limits of insurance coverages listed above:

A. General Liability Insurance: 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.

B. Automobile Liability Insurance: 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 owned or non-owned vehicle

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

D. Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.

E. Installation Floater Insurance: Special Form Clause of Loss including theft. Property Insurance coverage including all materials in transit and all materials in storage wherever stored. Value of any and all subsequent contract changes. This insurance shall include the interests of the Owner, the Contractor and any and all subcontractors. Property coverage included on the total value of the constructed property until an occupancy certificate is issued. Upon the issuance of said certificate the City will assume responsibility for insuring the completed constructed property. Property Deductible is the responsibility of the Contractor, not the City. If Property Deductible is over $25,000, the City may request a bond or some other form of reassurance that Contractor can cover such Property Deductible.

F. Contractors Pollution Liability Insurance: The foregoing per occurrence coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution or asbestos events.

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

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.

Certificates of Insurance: Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance 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, and any other person acting under, through or for them are listed as additional insured as their interests may appear". Note: A copy of the Additional Insured Endorsement will be required in addition to the Certificate of Insurance. The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 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.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT 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); 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 made a part hereof.

A. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and

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

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

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

A. 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.

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

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

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

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

C. 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.

D. **Definitions.** For purposes of this paragraph:

(1) "Administrator" shall be defined as it is in the Good Jobs Ordinance.

(2) "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

(3) "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

(4) "Contractor" shall be defined as it is in the Good Jobs Ordinance.

(5) "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

(6) "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

(7) "Resident" shall be defined as it is in the Good Jobs Ordinance.

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

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

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

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

(3) 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

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

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

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

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

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

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

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

construction meeting.

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

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

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

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

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

14.2 Liquidated Damages Applicable To Paragraph 14.1

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

(1) issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

(2) if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the

Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000) as liquidated damages.

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

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

D. 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.

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

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

A. 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.

B. 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.

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

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

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. 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.

G. 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.

A. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or

stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) days before the effective date of such termination.

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

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

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

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

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

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

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

D. Rights Upon Termination.

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

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

(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.

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

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

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

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

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

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

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

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

observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

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

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

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

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

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

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

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

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision

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

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

27. Changes in the Project: Change Orders.

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

B. Procedures.

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

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

(2) City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the

Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

(3) City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

C. 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, and (iv) 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.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's ITB No. 5294 and (ii) the Contractor's bid response to ITB No. 5294 dated August 4, 2015. Said historical documents are attached hereto as **Attachment "A".**

A. 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.

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

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

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

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

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

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

Contractor: Electronic Security and Control Systems, Inc.
108 Evergreen Street
Bridgeport, CT 06606

City: City of Waterbury, Department of Education
c/o Chief Operating Officer, and Chief of Staff
Chase Municipal Building, 1st Floor
236 Grand Street
Waterbury, CT 06702

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 F 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.

G. 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 financial 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 G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

H. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

I. 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.

J. 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/9569/9605/9613/default.aspx [click link titled "The City of Waterbury Code of Ordinances Current to 12/31/20139". 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"].

K. 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.

L. 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.

M. 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.

N. Prohibition Against Contingency Fees. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

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

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

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

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

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

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

G. 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.

H. Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

I. Notice to Proceed: A letter from the City which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.

J. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

K. Project Engineer: 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.

L. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

M. Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

N. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

O. Substantial Completion: The time at which the Project (or a specified part thereof) has progressed to the point where, 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 refer to Substantial Completion thereof.

P. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

Q. Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

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

WITNESS:

_____

_____

CITY OF WATERBURY

By:_____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

_____

_____

ELECTRONIC SECURITY AND CONTROL SYSTEMS, INC.

By: _____

Date: _____

ATTACHMENT A

- Bid Forms, City's Invitation to Bid No. 5294 consisting of 133 pages: (excluding the sample contract, Contractor Compliance packet, and Chapter 34: City Policy consisting of 60 pages, which shall be incorporated herein by reference as if fully set forth herein);

- Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as ("Scope of Services") which shall include:
    a. Drawings entitled Waterbury Public Schools Facility and Security Improvements II Video Surveillance Systems, dated June 12, 2015 consisting of Drawings C8, A01-A05 and T1-T2
- the Contractor's response to City Invitation to Bid No. 5294, dated 8/17/15, consisting of 20 pages

- Bid Addenda, dated 8/11/15; consisting of 40 pages

- any and all amendment(s) and Change Orders, issued by the City after execution of Contract

ATTACHMENT B

Unit Prices

UNIT PRICES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Architect or Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative contractor, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Trade Contractor's Contract.

DESCRIPTION OF UNIT PRICES

A. Furnish & install interior Digital Recording Device $10,450.00 EA

B. Furnish & install exterior IP Security Camera $2,450.00 EA

C. Furnish & install Proximity Card Reader Device $1,650.00 EA

Labor Rates

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up. Prior to contract award, if requested by the Owner, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	General Liability	FICA 7.65%	State U.C. 5.5%	Federal U.C. .8%	Total
Elec-L6	$ 37.62	$ 24.81	$ 4.87	$15.58	$4.77	$ 3.43	$ .49	$91.57

Bid Tab							
ITB 5294- Video Surveillance Systems							
Bid Dat 8-5-15							
Bidder	ESCS, Inc.	AMP Electrical	All Electric Const	Electrical Contr	Stanely		
Base							
Bucks Hill	15,278.00	13,400.00	17,443.00	21,700.00	34,487.00		
Gilmartin	27,731.00	31,600.00	46,000.00	44,800.00	49,854.00		
Maloney	24,509.00	27,700.00	35,000.00	42,000.00	29,430.00		
Sprague	22,638.00	29,400.00	26,500.00	39,900.00	46,398.00		
Walsh	30,308.00	37,700.00	36,400.00	43,300.00	56,525.00		
Washington	13,950.00	19,400.00	16,000.00	24,400.00	39,610.00		
Contingency	20,163.00	23,880.00	26,601.45	32,415.00	38,400.00		
total bid	154,577.00	183,080.00	203,944.45	248,515.00	294,704.00	-	-
Unit Prices							
Digital Recording Device	10,450.00	11900	9000	12600	11571		
IP Security Camera	2,450.00	2200	1300	2000	2020		
2200 KW UPS unit	1,650.00	950		3200	2500		
Electrician L6	91.57	98.79	89.32	72.53			
Foreman				75			
Apprintice				6015			
Bond	yes	no	yes	yes	no		
Power of Attorney	yes	no	yes	yes	no		
DAS	yes	no	no	no	no		

#6

MEMORANDUM

TO: Board of Education

FROM: John Herman, Security and School Safety Coordinator

SUBJECT: **Proposed Agreement between the City of Waterbury, CT and M.A&M., Inc. dba Aresco Construction Company Security Grant II Entrances and Vestibules Project**

DATE: September 30, 2015

Attached, for Board of Education (BOE) approval, is a copy of the Agreement between the City of Waterbury, CT and M.A&M., Inc. dba Aresco Construction Company to furnish and install entrances and vestibules at various schools within the district.

M.A&M., Inc. dba Aresco Construction Company was selected as the lowest responsible bidder following a bid solicitation (ITB# 5293), by the Waterbury Purchasing Department. A total of four (4) bids were received, ranging from $592,900.00 to $1,063,700.00. A copy of the bid tabulation is attached. The lowest responsible bidder, M.A&M., Inc. dba Aresco Construction Company submitted a bid of $592,900.00 and included all the services requested in the solicitation. The Department of Education has no prior previous experience with this contractor. References were checked and came back with favorable responses.

The total value of this agreement is $592,900.00 (base bid of $539,000.00 plus a contingency of $53,900.00) and includes all the services requested in the ITB. The agreement services run for 240 days. M.A&M., Inc. dba Aresco Construction Company will warranty their work associated with the entrances and vestibules for a period of one year in accordance with the agreement. The costs for this Agreement are funded by the State of Connecticut's School Security Competitive Grant Program.

I will be present at the 10-8-14 BOE Workshop meeting to address any questions you might have regarding this matter.

Enclosures

CC: Gary Miller – Waterbury Department of Education
Linda Whiby – Waterbury Corporation Counsel
File:

CONSTRUCTION CONTRACT
for
ENTRANCES AND VESTIBULES
between
City of Waterbury
and
M.A. &M., Inc. dba Aresco Construction Company

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 M.A.&M., Inc. dba Aresco Construction Company, located at 175 North Main St, Middletown, CT, 06457, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5293 for Waterbury Public Schools Entrances and Vestibules; and,

WHEREAS, the City accepted the Contractor's bid for ITB Number: 5293; and

WHEREAS, the City desires to obtain the Contractor's services for revising entrance areas and vestibules various schools pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

The Project consists of furnishing and installing entrances and vestibules at various District Schools as more particularly described and shown in Attachment A attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- Bid Forms, City's Invitation to Bid No. 5293 consisting of 21 pages: (excluding the sample contract, Contractor Compliance packet, and Chapter 34: City Policy consisting of 60 pages, which shall be incorporated herein by reference as if fully set forth herein);

- Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as "Scope of Services") which shall include: which shall include:
    a. List of Drawings, dated 6/12/15, entitled Facility and Security Improvements II Entrances and Vestibules, including drawings A01-A31, and T1-T2
    b. Project Manual, prepared by Silver/Petrucelli, dated 6/12/15
- Contractor's response to City's Invitation to Bid No. 5293, consisting of 39 pages
- Bid Addenda, #1 dated 7/28/15, consisting of 63 pages, and Addenda #2 dated 7/29/15, consisting of 11 pages
- any and all amendment(s) and Change Orders, issued by the City after execution of Contract

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

1. Contract
2. Change Orders and Amendments
3. Addendum
4. City of Waterbury's ITB
5. Project Manual
6. Schedule of Prevailing Wage Rate Determinations
7. List of Drawings
8. Historical Documents
9. Required Documents
10. All permits and licenses (including Contractor's abatement licenses)
11. Department of Environmental Protection Regulations (CWF-1 through CWF-32)
12. All applicable Federal, State, and local statutes, regulations charter and ordinances

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

Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the

services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

(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) 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.

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

(5) 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;

(6) has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for ITB Number 5293 (collectively "Bid Documents"); and

(7) 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.

(8) 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.

(9) 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.

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

B. 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) days thereafter.

C. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 below.

D. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the following hours: 9:30 am -9:30 pm unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

I. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract documents, or (2) 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 Site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

J. **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 and its Attachments, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Scope of Services.

K. **Permits and Licenses.** Unless expressly stated to the contrary in Section 1 and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's Scope of Services, and for the City's occupancy, use, and operation of the Project. The City of Waterbury building permit fee will be waived. The Contractor will be responsible to carry the cost of the State permit fee in their bid. The state permit fee calculation is: base bid amount times .026%.

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

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

N. **Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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.

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

5. Contract Time. The Contractor shall complete all work and services required under this Contract within 240 consecutive calendar days of execution of this Contract by the City ("Contract Time").

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

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

The Contractor shall pay to the City the sum of **Five Hundred Dollars ($500.00) per calendar day** for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for 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 the Contractor under this contract.

6. Compensation.

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

No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

A. **Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed Five Hundred Ninety-Two Thousand Nine Hundred Dollars ($592,900.00) (hereafter referred to as "Total Compensation"), with the basis of payment being as follows:

(i) Base Bid: Five Hundred Thirty-Nine Thousand Dollars.....$539,000.00
(ii) Contingency: Fifty Three Thousand Nine Hundred Dollars .....$ 53,900.00
(iii) Total Compensation: Five Hundred Ninety-Two Thousand Nine Hundred Dollars.....$592,900.00

B. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage **Five percent (5.0%)** of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this 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 the Contractor's failure to comply with construction plans, specifications, etc. deemed provisions of this Contract.

C. Contingency. At sole discretion and control of the City, the Contingency amount as set forth in Section 6.A of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the contingency shall be, but not limited to, the Unit Labor Rates and Unit Prices as set forth in **Attachment B.**

D. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.A. above and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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.

The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the

Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

E. Bid Costs. All costs of the Contractor in preparing its bid for ITB No. 5293 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

H. Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) substantial completion of the Project, and (iii) final completion of the Project, the Contractor shall 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.

I. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

(i) submit Applications for Payment in accordance with the following:

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

The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

(ii) Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City.

Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City of Waterbury that all materials, supplies, components, equipment, etc. furnished under this contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this contract within the greater of (i) _365_ calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees.

The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, any other remedy stated in this contract or otherwise available to the City of Waterbury under applicable law.

8. Passing of Title and Risk of Loss.

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

B. 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.

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

9. Indemnification.

A. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) 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 (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

B. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Contractor, any subcontractor, anyone

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

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond each bond written for a penal sum equaling the Section 6 "Total Compensation" 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 hereinabove, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

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

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

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the City as an

additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an 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 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.

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

A. General Liability Insurance: $1,000,000.00 per occurrence, $2,000,000.00 aggregate including Products Liability and Completed Operations Liability coverage within the General Liability Insurance for limits as shown here.

B. Automobile Liability Insurance: $1,000,000.00 per accident, combined single limit (CSL)

C. Workers' Compensation: Statutory Limits within the State of Connecticut

D. Excess Liability Insurance: Not Required.

E. Installation Floater: Not Required.

F. Contractors Pollution Liability Insurance: Not Required.

The following descriptions correlate to the types and limits of insurance coverages listed above:

A. General Liability Insurance: 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.

B. Automobile Liability Insurance: 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 owned or non-owned vehicle

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

D. Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.

E. Installation Floater Insurance: Special Form Clause of Loss including theft. Property Insurance coverage including all materials in transit and all materials in storage wherever stored. Value of any and all subsequent contract changes. This insurance shall include the interests of the Owner, the Contractor and any and all subcontractors. Property coverage included on the total value of the constructed property until an occupancy certificate is issued. Upon the issuance of said certificate the City will assume responsibility for insuring the completed constructed property. Property Deductible is the responsibility of the Contractor, not the City. If Property Deductible is over $25,000, the City may request a bond or some other form of reassurance that Contractor can cover such Property Deductible.

F. Contractors Pollution Liability Insurance: The foregoing per occurrence coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution or asbestos events.

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

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.

Certificates of Insurance: Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance 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, and any other person acting under, through or for them are listed as additional insured as their interests may appear".** Note: A copy of the Additional Insured Endorsement will be required in addition to the Certificate of Insurance. The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 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.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and

relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT 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); 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 made a part hereof.

A. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act

provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

A. **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.

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

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

A. The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents

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

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

C. 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.

D. Definitions. For purposes of this paragraph:

(1) "Administrator" shall be defined as it is in the Good Jobs Ordinance.

(2) "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

(3) "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

(4) "Contractor" shall be defined as it is in the Good Jobs Ordinance.

(5) "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

(6) "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

(7) "Resident" shall be defined as it is in the Good Jobs Ordinance.

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

E. Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as

its hiring goals:

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

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

(3) 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

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

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

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

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

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

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

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

H. Other Contractor Obligations. In addition to the foregoing, the

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

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

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

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

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

14.2 Liquidated Damages Applicable To Paragraph 14.1

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

(1) issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

(2) if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000) as liquidated damages.

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

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

D. 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.

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

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

A. 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.

B. 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.

C. The contractor agrees to send to each labor organization or

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

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

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. 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.

G. 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.

A. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without

further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) days before the effective date of such termination.

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

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

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

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

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

(2) **Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are

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

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

D. Rights Upon Termination.

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

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

(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.

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

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

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

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

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

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

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

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

for such failure or neglect.

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

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

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

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

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

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

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

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such

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

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

27. **Changes in the Project: Change Orders.**

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

B. **Procedures.**

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

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

(2) **City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the

Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

(3) **City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

C. **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, and (iv) 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.

D. **Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order are governed by the provisions of this Contract.

28. **Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's ITB No. 5293 and (ii) the Contractor's bid response to ITB No. 5293 dated August 5, 2015. Said historical documents are attached hereto as **Attachment "A".**

A. **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.

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

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

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

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

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

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

Contractor:	M.A. &M., Inc. DBA Aresco Construction Company 175 North Main St Middletown, CT 06457
City:	City of Waterbury, Department of Education c/o Chief Operating Officer, and Chief of Staff Chase Municipal Building, 1st Floor 236 Grand Street Waterbury, CT 06702

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

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 F 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.

G. 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 financial 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 G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

H. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

I. 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.

J. 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/9569/9605/9613/default.aspx [click link titled "The City of Waterbury Code of Ordinances Current to 12/31/2013". 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"].

K. 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.

L. 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.

M. Interest off 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.

N. Prohibition Against Contingency Fees. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

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

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

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

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

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

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

G. 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.

H. Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

I. Notice to Proceed: A letter from the City which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.

J. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

K. Project Engineer: 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.

L. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

M. Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

N. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

O. Substantial Completion: The time at which the Project (or a specified part thereof) has progressed to the point where, 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 refer to Substantial Completion thereof.

P. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

Q. Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

[Signature page follows]

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

WITNESS:

CITY OF WATERBURY

_____

By:_____
Neil M. O'Leary, Mayor

_____

Date: _____

WITNESS:

M.A. &M.,INC. DBA ARESCO
CONSTRUCTION COMPANY

_____

By: _____

_____

Date: _____

ATTACHMENT A

- Bid Forms, City's Invitation to Bid No. 5293 consisting of 21 pages: (excluding the sample contract, Contractor Compliance packet, and Chapter 34: City Policy consisting of 60 pages, which shall be incorporated herein by reference as if fully set forth herein);

- Project plans, specifications, drawings, supplemental conditions (hereinafter referred to as "Scope of Services) which shall include: which shall include:
    a. List of Drawings, dated 6/12/15, entitled Facility and Security Improvements II Entrances and Vestibules, including drawings A01-A31, and T1-T2
    b. Project Manual, prepared by Silver/Petrucelli, dated 6/12/15

- Contractor's response to City's Invitation to Bid No. 5293, consisting of 39 pages

- Bid Addenda, #1 dated 7/28/15, consisting of 63 pages, and Addenda #2 dated 7/29/15, consisting of 11 pages

- any and all amendment(s) and Change Orders, issued by the City after execution of Contract

ATTACHMENT B

Unit Labor Rates

Classification	Hourly Rate	Benefits	Workmen's Comp	General Liability	FICA 7.65%	State U.C.	Federal U.C.	Total
Laborer	27.85	18.55	6.33	1.26	2.13	1.89	.64	58.65
Journeyman	31.45	24.19	7.15	1.42	2.41	2.41	.72	69.48
Foreman	34.45	24.19	7.83	1.56	2.64	2.34	.79	73.79

Unit Prices

A. Furnish and install interior card reader $1,300/ea
B. Furnish and install Intercom Video Door Release Station $1,100/ea
C. Furnish and install Intercom Video Door Release Master Station as an add on to the original station $1,500 /ea

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Bid Tab			Budget: 634,745				
ITB 5293- Entrances and Vestibules							
Bid Dat 8-5-15							
Bidder	M.A.&M. dba Aresco Const	LaRosa Bldg Group	Gennarini Constr	Holzner Electric			
Base	**539,000.00**	**603,126.70**	**963,477.00**	**1,063,700.00**			
Bucks Hill	44,000.00	40,015.00	63,000.00	85,000.00			
Bucks hill Preschool	10,000.00	11,664.00	21,408.00	17,800.00			
Bunker Hill	24,000.00	26,005.00	41,069.00	47,000.00			
Carrington	15,000.00	19,482.00	31,588.00	25,200.00			
Chase	45,000.00	38,967.00	57,124.00	66,000.00			
Driggs	54,000.00	60,461.00	67,443.00	80,000.00			
Duggan	14,000.00	16,750.00	25,270.00	22,200.00			
Generali	33,000.00	33,624.00	52,087.00	58,000.00			
Gilmartin	18,000.00	19,366.00	27,945.00	22,900.00			
Hopeville	26,000.00	24,138.00	38,045.00	47,000.00			
Kingsbury	25,000.00	21,047.00	33,574.00	46,000.00			
Maloney Magnet	32,000.00	37,555.00	42,450.00	50,000.00			
Reed	12,000.00	12,055.00	29,500.00	27,000.00			
Reagan	38,000.00	28,362.00	75,155.00	68,000.00			
Sprague	22,000.00	19,233.00	36,427.00	58,000.00			
Tinker	22,000.00	28,901.00	32,937.00	44,000.00			
Wendell Cross	31,000.00	17,482.00	62,800.00	81,000.00			
Wilson	21,000.00	21,544.00	37,006.00	26,000.00			
WAM	31,000.00	39,157.00	43,691.00	59,900.00			
WCA	13,000.00	14,296.00	23,652.00	20,300.00			
Enlightenment School	9,000.00	18,193.00	19,968.00	15,700.00			
Contingency	53,900.00	54,829.70	87,588.00	96,700.00			
total bid	592,900.00	603,126.70	949,727.00	1,063,700.00		-	-
Unit Prices							
Interior Card Reader	1,300.00	2,415.00	1,500.00	1,400.00			
Intercom Video Release station	1,100.00	1,955.00	1,100.00	1,250.00			
Intercom Video Release Master	1,500.00	3,220.00	1,600.00	1,650.00			
Electrician L6	58.65			83.45			
Foreman	73.79	74.24	79.33				
Laborer	69.45	62.30	63.40	62.82			
Carp		74.24	75.30	74.84			
Bond	yes	yes	no	yes			
Power of Attorney	yes	yes	no	yes			
DAS	yes	yes	yes	yes			

#7

CONSTRUCTION CONTRACT
for
Wendell Cross and Bucks Hill Elementary Schools Boiler Replacements
between
City of Waterbury
and
All State Construction, Incorporated

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and All State Construction, Incorporated, located at 449 Cooke Street, Farmington, CT 06034, a State of CT duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5322 for Wendell Cross and Bucks Hill Elementary Schools Boiler Replacements; and,

WHEREAS, the City accepted the Contractor's bid for ITB Number 5322; and

WHEREAS, the City desires to obtain the Contractor's services for Wendell Cross and Bucks Hill Elementary Schools Boiler Replacements pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

The Project consists of Wendell Cross and Bucks Hill Elementary Schools Boiler Replacements shown on **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- All State Construction, Inc. Response, dated August 31, 2015, to City of Waterbury Invitation to Bid Number 5322, entitled "Wendell Cross Elementary School and Bucks Hill Boilers Replacement", consisting of 8 pages, (hereinafter referred to as the "Response to ITB"), and as the "Scope of Services/Bid Documents")
- City of Waterbury Invitation to Bid Number 5322, entitled "Wendell Cross Elementary School and Bucks Hill Boilers Replacement", consisting of 15 pages, excluding

contractor compliance documents and sample contract (hereinafter referred to as the "Scope of Services/Bid Documents")

- City of Waterbury Invitation to Bid Number 5322, Bid Addendum #1, entitled "Wendell Cross Elementary School and Bucks Hill Boilers Replacement", consisting of 1 page total, (hereinafter referred to as the "Scope of Services/Bid Documents").
- Disclosure and Certification Affidavit; Debarment Certificate; Annual Statement of Financial Interests; Corporate Resolution; Bid Submission Addendum Acknowledgement; Bid Submission Attachment C (hereinafter referred as to the "Contract Compliance Documents")
- Any and all Amendments and Change Orders, issued by the City after execution of the Contract
- Payment and Performance Bonds
- Certificate of Insurance
- All applicable Federal, State and local statutes, regulations, charter and ordinances (by reference)
- All permits and licenses (by reference)

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

1. Change Orders and Amendments
2. Contract
3. Addendum
4. City of Waterbury's ITB
5. Historical Documents
6. Required Documents
7. All applicable Federal, State, and local statutes, regulations charter and ordinances

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

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

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

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

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

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

(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) 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.

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

(5) 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;

(6) has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for ITB Number 5322 (collectively "Bid Documents"); and

(7) 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.

(8) 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.

(9) 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.

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

B. 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) days thereafter.

C. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 below.

D. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate

its schedule so that work on and at the Project site is performed during the following hours: 6 a.m. to 10 p.m. unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

I. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract documents, or (2) 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 Site

conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

J. 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 and its Attachments, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Scope of Services.

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

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

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

N. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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.

The City reserves the right to (a) 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 (b) let

separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after the City's execution of this Contract, and shall terminate on June 30, 2016. The Contractor shall complete all work and services required under this Contract on or before June 30, 2016.

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

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

The Contractor shall pay to the City the sum of **Five Hundred Dollars ($500) per calendar day** for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for 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 the Contractor under this contract.

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

A. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed Seventy-Two Thousand Nine Hundred Dollars ($72,900) (hereafter referred to as "Total Compensation") with the basis for payment being:

i. Wendell Cross of not to exceed amount of Thirty-One Thousand Four Hundred and Eighty-Five Dollars ($31,485)

ii. Bucks Hill of not to exceed amount of Thirty-Six Thousand Four Hundred and Fifteen Dollars ($36,415)
iii. Five Thousand Dollars ($5,000) total amount for both schools for contingency, if necessary (at sole discretion of the City).

B. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage 5.0 percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this 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 the Contractor's failure to comply with construction plans, specifications, etc. deemed provisions of this Contract.

C. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.A. above and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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.

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

D. Bid Costs. All costs of the Contractor in preparing its bid for ITB No. 5322 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

E. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges

applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

G. Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) substantial completion of the Project, and (iii) final completion of the Project, the Contractor shall 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.

H. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

(i) submit Applications for Payment in accordance with the following:

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

The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

(ii) Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City.

Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. **Warranty of the Contractor.** The Contractor warrants to the City of Waterbury that all materials, supplies, components, equipment, etc. furnished under this contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees.

The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, any other remedy stated in this contract or otherwise available to the City of Waterbury under applicable law.

8. **Passing of Title and Risk of Loss.**

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

B. 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.

C. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove

any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

A. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) 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 (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond each bond written for a penal sum equaling the Section 6 "Total Compensation" 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 hereinabove, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

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

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

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the City as an additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an 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 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.

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

A. General Liability Insurance: $1,000,000.00 each occurrence, $2,000,000.00 general aggregate, $2,000,000 products/completed operations aggregate

B. Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL) each accident, any auto, all owned and hired autos

C. Workers' Compensation: Statutory Limits within the State of Connecticut

D. Excess Liability Insurance: $100,000.00 each occurrence

A. **General Liability Insurance:** 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.

B. **Automobile Liability Insurance:** 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 owned or non-owned vehicle

C. **Workers' Compensation:** Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

D. **Excess General Liability Insurance:** Comprehensive general liability umbrella insurance coverage.

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

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.

Certificates of Insurance: Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation and be written on an occurrence basis".** The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 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.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity; Copeland Anti-Kickback Act, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); Davis Bacon Act as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); 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 made a part hereof.

A. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of

this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

13. Compliance with Public Act 15-5 § 58, §59 and § 88, State of Connecticut, Set Aside Program.

13.1 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

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.

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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.

13.2 The contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, as may be amended from time to time and as set forth in Public Act 15-5 § 58, §59 and § 88 if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.

13.3 The Contactor shall be subject to the following set- aside requirements if the municipal public works contact awarded 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.

13.4 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 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.

13.5 Failure of the Contractor or Subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this contract.

14. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each

subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

A. 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.

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

C. Pursuant to P.A. 15-5 §63 (amending CGS §4a-60), 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:

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

involved;

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

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

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

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

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

D. Pursuant to P.A. 15-5§ 64 (Amending CGS §4a-60a), 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:

i. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws

of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

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

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

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

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

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

15.3 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.

15.4 Definitions. For purposes of this paragraph:

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

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

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

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

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

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

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

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

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

15.7 Liquidated Damages Applicable To Paragraph 15.1

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

i. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

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

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

15.7.4 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.

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

15.7.6 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.

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

i. 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.

ii. 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.

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

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

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R.

vi. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

vii. 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.

viii. 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).

17. Termination.

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

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

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

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

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

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

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

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

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

D. Rights Upon Termination.

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

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

(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.

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

18. 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:

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

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

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

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

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

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

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

22. 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.

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

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

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

26. 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.

27. 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.

28. Changes in the Project: Change Orders.

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

B. Procedures.

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

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

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

(3) City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

C. 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, and (iv) 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.

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

29. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's ITB No. 5322 and (ii) the Contractor's bid response to ITB No. 5322 dated August 31, 2015. Said historical documents are attached hereto as **Attachment "A".**

A. 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.

B. 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.

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

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

32. 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.

33. 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.

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

Contractor: All State Construction, Incorporated
449 Cooke Street
Farmington, CT 06032

City: City of Waterbury
Chase Municipal Building
235 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 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:

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 Contractor 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 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.

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 F 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 financial 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 G 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 A-G.

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

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

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

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

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

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

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

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

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

G. 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.

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

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

I. Notice to Proceed: A letter from the City which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.

J. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

K. Project Engineer: 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.

L. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

M. Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

N. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

O. Substantial Completion: The time at which the Project (or a specified part thereof) has progressed to the point where, 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 refer to Substantial Completion thereof.

P. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

Q. Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

[Signature page follows]

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

WITNESS:

_____

_____

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

_____

_____

All State Construction, Incorporated

By: _____
Richard D. Pare, President

Date: _____

ATTACHMENT A

ATTACHMENT B

#8

Waterbury Public Schools

236 Grand Street ◆ Waterbury, Connecticut 06702 ◆ (203) 575-3725 ◆ Fax (203) 574-8010

W. Garett Miller, Jr.
Interim Chief Operating Officer
and Chief of Staff

MEMORANDUM

DATE: October 8, 2015

TO: Board of Education Commissioners

FROM: Gary Miller, Interim Chief Operating Officer and Chief of Staff

SUBJECT: Alliance Districts' School Buildings Grant Program Application

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As an Alliance District, the Waterbury Public Schools recently became eligible to apply for $2.68 million to improve the condition of the schools in greatest need of improvements that are generally not eligible for school construction funding or local capital budget funds. The grant funds are available for 2015-16 and must be fully expended by June 30, 2017. The first application deadline is October 30, 2015.

Working with School Inspector John Cross and Paul Guidone, we have identified projects from the Capital Improvement Project (CIP) Requests for 2015-16, which were not approved for funding (see attachment 4). CIP items 1, 4, 6, and 9 were approved for funding by the City in 2015-16. We have prioritized items 10, 11, 13, and 17 for application of the initial round of the Alliance Districts' Building Grant. The latter four items include: paving, sidewalk replacement, locker replacement, and tennis court repair. The scope of the items has been expanded to fully expend the grant in 2015-16.

Attachments 1 through 3 detail the cost estimates, associated fees and scope of work making up the grant application:

1. Removing existing lockers and replacing them with new 15 inch by 15 inch double tier metal lockers. Total estimated cost: $1,053,360.
2. Removing existing tennis courts at Wilby/North End and Crosby/Wallace and replacing them with six new asphalt courts at each site. Total estimated cost: $795,400.
3. Milling and removing existing pavement and damaged concrete walks at Wilby/North End, Crosby/Wallace, Chase School and Wendell Cross School. Total estimated cost: $831,240.

Attachments (4)

cc: Dr. Kathleen M. Ouellette, Superintendent of Schools
John Cross, School Inspector
Program Managers, O&G Industries
File

Location	Locker Quantity	Unit Cost	Total	Grand Total
Remove existing lockers and install new 15"x15"x 66" double tier metal lockers				
Northend Middle School	1070	$125	$133,750	$133,750
Wilby HS	1638	$125	$204,750	$204,750
Crosby HS	1900	$125	$237,500	$237,500
Kennedy HS	1450	$125	$181,250	$181,250
Westside Middle School	1590	$125	$198,750	$198,750
				$956,000
PM Fees				$40,000
A/E Fees				$38,240
CM Fee				$19,120
				Total All Schools
				$1,053,360

Location	Tennis Courts	Unit Cost	Total	Grand Total
Wilby/ Northend	6	$55,000	$330,000	$330,000
Remove existing 6 courts and install 6 new asphault courts. New fencing.				
Crosby HS/ Wallace	6	$55,000	$330,000	$330,000
Remove existing 6 courts and install 6 new asphault courts. New fencing.				$660,000
PM Fees				$10,000
A/E Fees				$85,800
CM fee				$39,600
				Total All Schools
				$795,400

Location	Paving SF	Unit Cost	Submitted total	Submitted Grand Total
Wilby/ Northend Paving	15000	$5	$75,000	$75,000
Concrete walks	4000	$15	$60,000	$60,000
Mill and remove existing entrance road paving and install new, repair drainage structures and curbing. Remove and replace main entrance concrete sidewalks in deteriated condition.				
Chase School lot	35000	$5	$175,000	$175,000
Mill and remove existing lot paving and repair and replace drainage. Repave new				
W.Cross Road improvments	54178	$5	$270,887	$270,887
Install new asphault access road and associated appertenances providing new student drop off loop.	0		$0	$0
Crosby HS/ Wallace	35000	$5	$175,000	$175,000
Mill and remove existing entrance road paving and install new, repair drainage structures and curbing. Remove and replace main entrance concrete sidewalks in deteriated condition.				
				$755,887
PM Fees				$30,000
A/E Fees				$30,235
CM				$15,118
			Grand Total	**$831,240**

CAPITAL IMPROVEMENT PROJECT REQUEST
2015 - 2016

Priority	Description	Location	Cost Estimate	State Share
1	Elevators****	Sprauge and Chase	$170,000	$680,000
2	Wilby Boilers***	Wilby	$480,000	
3	Crosby Boilers***	Crosby HS	$580,000	
4	Truck Refurbishment	Central Vehicle	$85,000	
5	Wendell Cross Bus Loop	Wendell Cross	$150,000	
6	Floor Tile Abatement	Bucks Hill and Kennedy	$275,000	
7	Steam Piping Replacement***	Various Schools	$180,000	
8	Exterior Masonry Repointing/ Repair	Various Schools	$250,000	
9	Walsh Playground	Walsh School	$275,000	
10	Pavement Replacement	Various Schools**	$400,000	
11	Northend Concrete Sidewalks	NEMS	$90,000	
12	Ceiling Tile Replacement	High Schools and Middle Schools	$150,000	
13	Locker Replacement	NEMS and Westside	$250,000	
14	Pre K Playgrounds	Sprauge, Maloney, Wilson	$195,000	
15	Guard Rail Project	Bucks Hill and Wendell Cross Elementary Schools	$90,000	
16	Wood gym flooring	Kingsbury, Maloney and Tinker Elementary Schools	$275,000	
17	Tennis Court Repair	Crosby and Wilby High Schools	$180,000	
18	HVAC Air Handler***	Crosby High School and Wallace Middle School	$180,000	
19	Pool Filtration	Crosby, Wilby, Westside	$200,000	
		Subtotal	$4,455,000	$680,000
	Security Projects*			
1	Audible Devices	High Schools and Middle Schools	$150,000	
2	Card Access Raptor System	High Schools and Middle Schools	$50,000	
3	Card Access and Cameras	High Schools and Middle Schools	$180,000	
4	Security Station	Crosby, Kennedy, Wilby	$68,000	
5	Main Office Relocations	Bunker Hill and Wendell Cross	$300,000	
		Subtotal	$748,000	$0

Total Capital Improvement Project Request **$5,203,000** **$5,883,000**

W/o state share With share

* External funding posible

** Paving Priority: Chase, Kingsbury,Bunker Hill, Crosby, Wilby, Westside, Wilson

*** Potential ESCO contract project

**** State reiembusable project approx 80/20 split

2015-16 CIP BUDGET

ALLIANCE GRANT

#9

WATERBURY PUBLIC SCHOOLS
Meeting Minutes

Group/Team:	**Policy Committee**		
Location:	**WAMS Media Center**	**Norms Reviewed:**	Yes
Date of Meeting:	**October 1, 2015**	**Start Time:**	5:01 pm
Minutes Prepared By:	Juanita Hernandez	**Finish Time:**	5:56 pm

Attendance at Meeting

	Name	Position	
1	Liz Brown		
2	Juanita Hernandez	BOE	
3	Bryan MCEntee	BOE	
4	~~KAREN Hoovey~~	~~BOE~~	
5	Jason Van Stone		
6	Paul WHYTE	SUPERVISOR TURNAROUND	PEA
7	Dr. Onuiche	Supt.	
8	Charles L. Stango	BOE	
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Purpose of Meeting – Instructional Focus:

Grade calculating (#146.1) / Winter Attire Policy (5132)

Meeting Notes, Decisions, Issues (May include the meeting agenda)

① ~~changed last cent~~ embedded MOU language for progress book
② changed numerical grade to Alpha grade 9-12
③ extra-curricular grade from 70. to 1.67 and to make sure that it CIAC approved so that students wont be denied access into colleges.
Commissioner Sweeney wanted to make sure it would not affect ~~athletes~~ students / motion made to bring to adgenda tonight by Juanita second by ~~Carlos~~ Brian

WATERBURY PUBLIC SCHOOLS
Meeting Minutes

Meeting Notes Continued

Part II - Winter Attire - Want to change policy 5132C to state

Optional solid colored Black (sweaters, vests, suit jacket may be worn over dress code top. ~~Optional~~ ~~Select~~ 3/4 or full zip black or Waterbury Public School colored jacket may be worn over a dress code shirt, *(fleece can be worn if it is 3/4 or full zip ~~or~~ school color or black)

Motion to adjourn was made by Jason 2nd by Juanita @ 5:56 pm

Next Steps (Include action items)

Action	Assigned to	Due Date

Next Meeting

Date:		Time:		Location:	
Agenda:					

Meeting Minutes guidelines:

- Publish Minutes within 48 hours of any meeting
- Minutes available to all stakeholders (binders, shared drive, e-mail, website)
- Send Minutes via email to all team members

School Attire

The Board of Education has determined that reasonable regulation of school attire can contribute to a positive learning environment in the following manner:

(1) Reducing distraction and minimizing disruption in the classroom;
(2) Providing an environment where students can focus on learning;
(3) Creating an atmosphere reflecting the seriousness of purpose about education;
(4) Reflecting a level of respect one has for oneself, one's peers and respect for one's school;
(5) Creating a greater sense of community amongst the students; and
(6) Preparing students for future roles as responsible members of the community.

It is the responsibility of parents/guardians to ensure that their children's' dress conforms to the requirements set forth below. The health, safety, and education of the child must be the concern of every parent/legal guardian. It is the recommendation of professional school personnel that parents/guardians hold their children to the highest standards in regard to school attire.

Mandatory Dress Code Policy, Elementary and Middle Schools: The following Dress Code Policy is mandatory for all elementary and middle school students. The purpose of this policy is to further the important educational interests identified above ***(please note separate policy for Waterbury Arts Magnet Middle School students)***.

1. **BOYS:**
   a. Pants or shorts in solid navy blue, white, gray, black or khaki; worn completely covering undergarments and no more than three inches above the knee.
   b. Tops in solid blue, white, gray, black or khaki; button down, pullover, or turtleneck style with long or short sleeves and a collar.

2. **GIRLS:**
   a. Pants, shorts, skirts, skorts, dresses, or jumpers in solid navy blue, white, gray, black or khaki; worn completely covering undergarments and no more than three inches above knee. Note: Leggings, stockings or other stretch/form fitting leg coverings may only be worn under shorts, skirts, skorts, dresses or jumpers.
   b. Tops in solid blue, white, gray, black or khaki; button down, pullover, or turtleneck style with long or short sleeves and a collar; worn completely covering undergarments, cleavage and midriffs.

3. **ALL STUDENTS:**
   a. Optional solid blue, white, gray, black or khaki sweaters, vests, suit jackets or fleece may be worn over a dress code top.
   b. Optional solid white, gray, black or khaki denim pants may be worn.
   c. Shoes or sneakers must be worn at all times. Laces on shoes or sneakers must be tied. Sandals, clogs, flip-flops, heels or bare feet are not permitted. All shoes must have backs.
   d. Gym Day Attire (Boys and Girls): Elementary school students may wear sweats to school on scheduled gym day. Sweats must be solid navy blue, white, gray, black or khaki. Middle school students must bring gym clothing to change into for physical education classes.

School Attire

4. **BOYS/Waterbury Arts Magnet Middle School:**
   a. Pants or shorts/or cargo shorts in solid black or khaki cloth or denim; worn at the waist and completely covering undergarments and no more than three inches above the knee.

   b. Tops in solid Columbia blue "polo" or "golf" collared shirt with/without the "WAMS" logo.

5. **GIRLS/Waterbury Arts Magnet Middle School:**
   a. Pants, shorts, skirts, skorts, or dresses in solid black or khaki cloth or denim; worn at the waist and completely covering undergarments and no more than three inches above knee. Note: Leggings, stockings or other stretch/form fitting leg coverings may only be worn under shorts, skirts, skorts, or dresses.

   b. Tops in solid Columbia blue "polo" or "golf" collared shirt with/without the "WAMS" logo.

6. **ALL STUDENTS/Waterbury Arts Magnet Middle School:**
   ~~a. Black or Columbia blue colored cold weather non-hooded fleece may be worn ***WITH*** the solid Columbia blue "polo" or "golf" collared shirt only.~~

   a. Optional solid colored non-hooded BLACK or WPS school colored sweater, vest, suit jacket, or fleece style top may be worn OVER a dress code shirt.

   b. Shoes or sneakers must be worn at all times. Laces on shoes or sneakers must be tied. Sandals, clogs, flip-flops, heels or bare feet are not permitted. All shoes must have backs.

7. **RESTRICTIONS: ALL** students are **not** permitted to wear the following during the school day:
   a. Blue jeans of any kind.
   b. Leggings, stockings or other stretch/form fitting leg coverings unless worn under skirts, shorts, skorts or jumpers.
   c. Skirts, shorts, skorts, dresses, or jumpers worn more than three inches above the knee.
   d. Pants worn at a length which is dangerous to themselves or others.
   e. Hooded shirts or sweatshirts.
   f. Clothes which are torn, ripped, ragged or have holes.
   g. Clothes worn to expose midriffs, cleavage, or undergarments.
   h. Clothing which displays words, pictures or symbols that advocate or depict profanity, violence, drugs, alcohol, sex, hate groups or gang affiliation.
   i. Clothing that is distracting to the educational process.
   j. Outer coats of any kind.
   k. Any article of clothing that covers any part of the face and/or head including but not limited to hats, visors, earmuffs, headbands, do-rags, bandannas, curlers, goggles, and sunglasses.
   l. Footwear which is unsafe or a health hazard including but not limited to flip-flops, sandals, clogs, heels and all open-toed shoes.
   m. Clothing or items indicating gang affiliation.

School Attire

Mandatory Dress Code Policy, High Schools: The following Dress Code Policy is mandatory for all high school students. The purpose of this policy is to further the important educational interests identified above ***(please note separate policy for Waterbury Career Academy).***

1. **BOYS:**
   a. Pants or shorts/or cargo shorts in solid black or khaki cloth or denim; worn at the waist and completely covering undergarments and no more than three inches above the knee.

   b. Tops in solid black "polo" or "golf" collared shirt with/without the "Waterbury High Schools" logo. In addition to districtwide black shirt, each high school will have a school specific solid color "polo" or "golf" collared shirt (i.e. Crosby – royal blue with/without "bulldog" logo; Enlightenment navy blue with/without "Rise Up" logo; Wilby – kelly green with/without "wildcat" logo; Kennedy – navy blue with/without "eagle" logo; and WAMS – white with/without "WAMS" logo.

2. **GIRLS:**
   a. Pants, shorts, skirts, skorts, or dresses in solid black or khaki cloth or denim; worn at the waist and completely covering undergarments and no more than three inches above knee. Note: Leggings, stockings or other stretch/form fitting leg coverings may only be worn under shorts, skirts, skorts, or dresses.

   b. Tops in solid black "polo" or "golf" collared shirt with/without the "Waterbury High Schools" logo. In addition to districtwide black shirt, each high school will have a school specific solid color "polo" or "golf" collared shirt (i.e. Crosby – royal blue with/without "bulldog" logo; Enlightenment – navy blue with/without "Rise Up" logo; Wilby – kelly green with/without "wildcat" logo; Kennedy – navy blue with/without "eagle" logo; and WAMS – white with/without "WAMS" logo; covering undergarments, cleavage and midriffs.

School colors: all students have the option of wearing a black top or the color associated with their respective school. See below.

Crosby – Royal Blue	Kennedy – Navy Blue	Enlightenment – Navy Blue
WAMS – White	Wilby – Kelly Green	

3. **ALL STUDENTS:**
   a. ~~Black or school colored cold weather non-hooded fleece may be worn ***WITH*** the solid black or school specific solid color "polo" or "golf" collared shirt only.~~
   a. Optional solid colored non-hooded BLACK or WPS school colored sweater, vest, suit jacket, or fleece style top may be worn OVER a dress code shirt.

   b. Shoes or sneakers must be worn at all times. Laces on shoes or sneakers must be tied. Sandals, clogs, flip-flops, heels or bare feet are not permitted. All shoes must have backs.

4. **BOYS/Waterbury Career Academy:**
   a. Pants or shorts/or cargo shorts in solid black or khaki cloth worn at the waist and completely covering undergarments and no more than three inches above the knee.

   b. Tops in solid black "polo" collared shirt with WCA "Spartan" logo.

School Attire

5. **GIRLS/Waterbury Career Academy:**
   a. Pants, shorts, skirts, skorts, or dresses in solid black or khaki cloth; worn at the waist and completely covering undergarments and no more than three inches above knee. Note: Leggings, stockings or other stretch/form fitting leg coverings may only be worn under shorts, skirts, skorts, or dresses.

   b. Tops in solid black "polo" collared shirt with WCA "Spartan" logo; worn completely covering undergarments, cleavage and midriffs.

6. **ALL STUDENTS/Waterbury Career Academy:**
   ~~a. Black non-hooded fleece may be worn *WITH* the solid black "polo" collared shirt only.~~
   a. Optional solid colored non-hooded BLACK or WPS school colored sweater, vest, suit jacket, or fleece style top may be worn OVER a dress code shirt.

   b. Shoes or sneakers must be worn at all times. Laces on shoes or sneakers must be tied. Sandals, clogs, flip-flops, heels or bare feet are not permitted. All shoes must have backs.

7. **RESTRICTIONS:** ALL students are **not** permitted to wear the following during the school day:
   a. Blue jeans of any kind.
   b. Leggings, stockings or other stretch/form fitting leg coverings unless worn under skirts, shorts, skorts or jumpers.
   c. Skirts, shorts, skorts, dresses, or jumpers worn more than three inches above the knee.
   d. Pants worn at a length which is dangerous to themselves or others.
   e. Hooded shirts or sweatshirts.
   f. Clothes which are torn, ripped, ragged or have holes.
   g. Clothes worn to expose midriffs, cleavage, or undergarments.
   h. Clothing which displays words, pictures or symbols that advocate or depict profanity, violence, drugs, alcohol, sex, hate groups or gang affiliation.
   i. Clothing that is distracting to the educational process.
   j. Outer coats of any kind.
   k. Any article of clothing that covers any part of the face and/or head including but not limited to hats, visors, earmuffs, headbands, do-rags, bandannas, curlers, goggles, and sunglasses;
   l. Footwear which is unsafe or a health hazard including but not limited to flip-flops, sandals, clogs, heels and all open-toed shoes;
   m. Clothing or items indicating gang affiliation.

Adherence to the B.O.E. Dress Code Policy (July 2005):

First Offense: Contact with parent; written warning; removal from class with a chance to correct and return to class.

Second Offense: Contact with parent; Detention*.

Third Offense: Contact with parent; In-school Suspension.

Fourth and Subsequent Offense: Contact with parent; Suspension (1 day), and/or Administrative investigation of misbehavior; appropriate application of Waterbury Board of Education Discipline Policy for specific infraction(s).

School Attire

Religious, Disability and Health Accommodations: Where the bona fide religious beliefs, disability, or health needs of a student conflict with the school attire policy, the schools will provide reasonable accommodation. Any student desiring accommodation shall notify their school principal or team in writing of the requested accommodation and the factual basis for the request. Approved coverings worn as part of a student's bona fide religious practices or beliefs shall not be prohibited under this policy.

Clothing Assistance: It is the policy of the Board of Education that no student will be denied an education due to bona fide financial inability to obtain clothing that complies with the School Attire Policy. Any student for whom compliance with the school attire policy poses a bona fide financial burden, may submit a written request for clothing assistance to their school principal specifying the clothing needed together with a statement of financial need. School principals will contact central office with recommendations to address the written request from families with financial need.

Accommodation of Free Expression: An item of approved clothing containing an expressive message is permitted. Expressive items are prohibited if, in the reasonable judgment of school officials, they tend to disrupt or interfere with educational interests.

Administrative Review: Any student who believes that their school has not reasonably accommodated his or her bona fide religious, health or financial needs or right of free expression, may submit a written request for review to the Waterbury Board of Education. The Board of Education, or its designee, will review the matter and respond in writing to the student's concern.

Compliance: School administrators and teachers are encouraged to use positive reinforcement to obtain compliance with school attire requirements. However, when a student fails to comply with the School Attire Policy, discipline is appropriate. See "Procedures for Disciplinary Action".

Policy adopted by the Waterbury Board of Education on July 26, 2012,
revised on May 7, 2015 for the 2015/16 school year, and
revised on May 21, 2015 for the 2015/16 school year

#10

CSDE

CONNECTICUT STATE DEPARTMENT OF EDUCATION

ESEA Flexibility Renewal

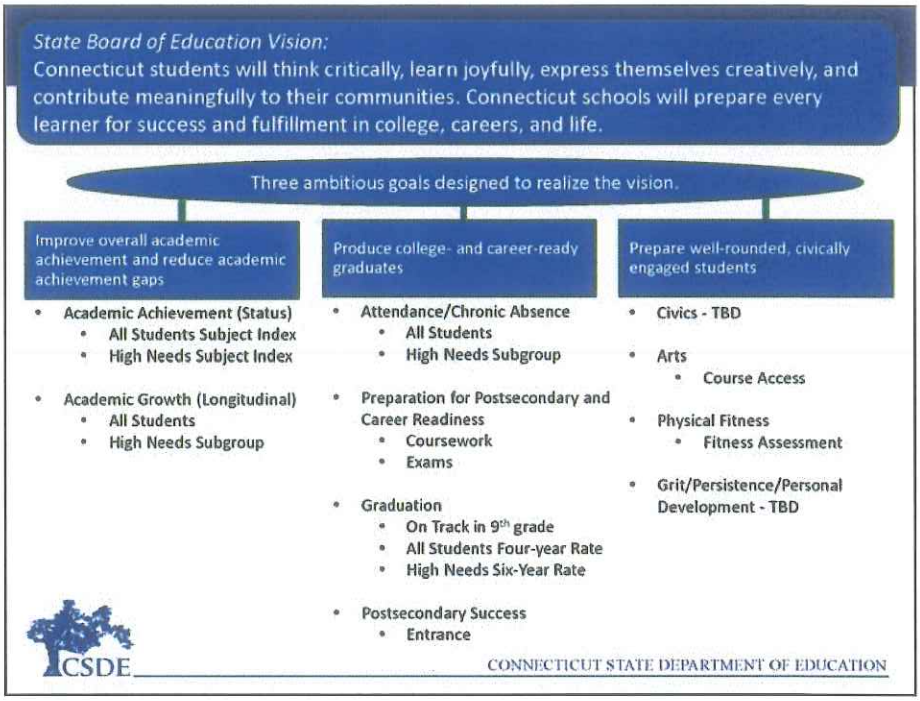
Connecticut's "Next Generation" Accountability System

August 2015

ESEA Flexibility Renewal

- Connecticut was approved for a three-year renewal on August 6, 2015
- One of the key enhancements in this renewal is a more holistic, multifactor district and school accountability model.
- This "next generation" system was developed with extensive feedback from district and school leaders, Connecticut educators, state and national experts, Department staff, and many others.

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Next Generation Accountability System Indicators and Points

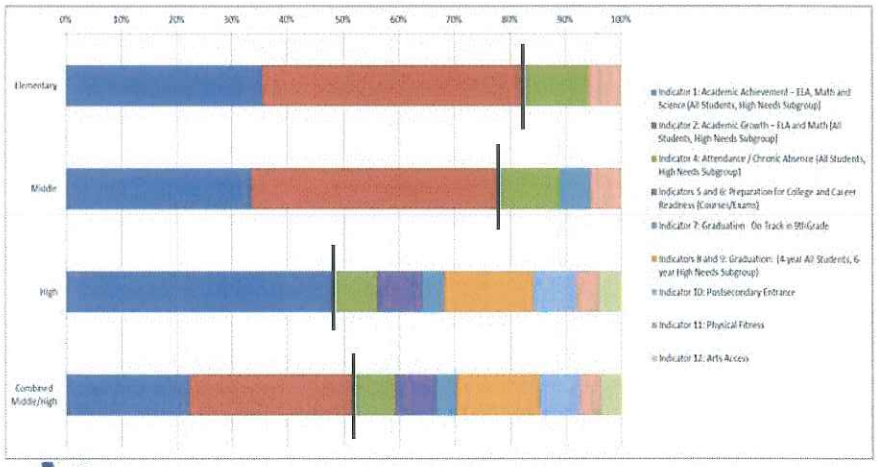
	Elementary	Middle	High	Middle/ High
Indicator 1: Academic Achievement – ELA, Math and Science (All Students, High Needs Subgroup)	300	300	600	300
Indicator 2: Academic Growth – ELA and Math (All Students, High Needs Subgroup)	400	400	*n/a*	400
Indicator 4: Attendance / Chronic Absence (All Students, High Needs Subgroup)	100	100	100	100
Indicators 5 and 6: Preparation for College and Career Readiness (Courses/Exams)	*n/a*	*n/a*	100	100
Indicator 7: Graduation - On Track in 9th Grade	*n/a*	50	50	50
Indicators 8 and 9: Graduation: (4-year All Students, 6-year High Needs Subgroup)	*n/a*	*n/a*	200	200
Indicator 10: Postsecondary Entrance	*n/a*	*n/a*	100	100
Indicator 11: Physical Fitness	50	50	50	50
Indicator 12: Arts Access	*n/a*	*n/a*	50	50
Total Possible Points	**850**	**900**	**1250**	**1350**

Note: Indicator 3 is the participation rate.

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Next Generation Accountability System Points

The points in the accountability system are expressed as percentages:



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Accountability Index *vs* Performance Index

- The percentage of total possible points earned on all indicators is the "Accountability Index".
- "Performance index" (SPI/DPI) will continue to refer to the index scores derived from state assessment results (Indicator 1).
- These terms are now defined in Sec. 326 of Public Act 15-5.

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Indicator 1: Academic Achievement (Status)

Indicator	Weight	
	Year 1	Years 2 and 3*
Subject Performance Index (0-100) in ELA, math, and science		
• All Students	300	150
• Students in *High Needs Subgroup*	300	150

- Assessments Used: Smarter Balanced, CTAA, CMT/CAPT Science, CMT/CAPT Skills Checklist and SAT starting 2015-16.
- Distinct points for subgroup performance.
- *Points for schools where longitudinal academic growth (Indicator 2) cannot be evaluated (e.g., 9-12 high schools) will retain Year 1 point values for years 2 and 3.

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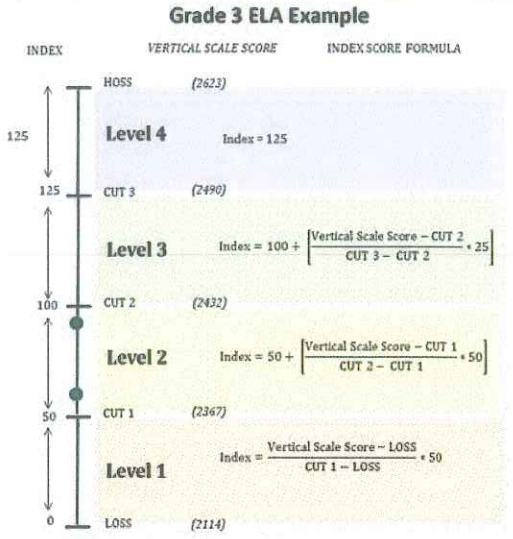
Indicator 1: New Index Approach

- Scale scores, not achievement levels, will be converted to index scores.
- The new index calculation will be more sensitive to student performance, even within a level, and provide a better measure of improvement of students at the subgroup, school, and district levels

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Indicator 1: New Index Approach Being Finalized

- For example, a student with a scale score of 2380 (lower part of Level 2) will get 60 index score points while another student with a scale score of 2419 (upper part of Level 2) will get 90 index score points.



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Indicator 1: Achievement Gap "Outliers"

- A district/school is identified as having an "achievement gap" if:
  - the size of its index score gap between the *High Needs subgroup* and the *Non-High Needs group* (or the ultimate achievement target when established, if that's lower) is a significant outlier i.e., at least one standard deviation greater than the statewide gap in any subject area ***and***
  - the AMO target (when they are established) for the subject area(s) for its *High Needs subgroup* is not met.

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Indicator 1: Standard Considerations Remain

- Only students enrolled in the same district/school since October 1 are included in accountability calculations
- EL and SWD who may have exited those subgroups in two prior years are included in those subgroups in current year calculations
- 1% cap on the number of students meeting state standard using the CT Alternate Assessment

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Indicator 2: Academic Growth (Longitudinal)

Indicator	Max Points	
	Year 1	Years 2 and 3
Percentage of students in grades 4 through 8 meeting growth targets (½ SB-ELA; ½ SB math)		
• All Students	N/A	200
• Students in *High Needs Subgroup*	N/A	200

- Vertical scale score based growth model will be developed for SB ELA and Math. Model will provide student-level vertical scale score growth targets.
- Distinct points are awarded for subgroup growth.

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Indicator 2: Growth Model Development

- Individual student targets will be developed after detailed analyses of the vertical scale and other reviews that may include comparisons of average scale scores from grade to grade, analyses of score distributions across the grades and within achievement levels, identification of student scores that may cross the scale into another grade, and analyses of standard errors.
- Extensive feedback will be sought from practitioners and various other education stakeholders (expected February – March 2016).
- Model finalized during the summer of 2016 for implementation in 2016-17.

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Indicators 1 and 2: New Flexibility for Recently Arrived ELs

- "Recently arrived ELs" in grades 3 through 8 who have attended schools in the United States for less than two years are exempt from Indicator 1 (academic achievement - status) for both ELA and mathematics.
- Instead, student growth (Indicator 2) of "recently arrived ELs" from the first to the second year in both ELA and mathematics will be included in accountability calculations in the student's second year.
- This requires that all "recently arrived" ELs test in all content areas annually.
- Assessment scores for ELs who have attended U.S. schools for more than two years will be used in the achievement status and growth measures of the accountability system.

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Indicator 3: Participation Rate

- This does not contribute to the "accountability index" but impacts school classification
- A school that would otherwise have been classified in Category 1 or 2 *and* has a participation rate that is less than 95% for either the All Students group or the High Needs group in any tested subject will be classified into the next lower category.

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Indicator 4: Chronic Absenteeism

Indicator	Max Points – All Years
Percentage of students chronically absent • All Students • Students in *High Needs Subgroup*	 50 50

- Chronic absenteeism is the percentage of students missing ten percent or greater of the total number of days enrolled in the school year for any reason.
- Distinct points are awarded for lower subgroup chronic absenteeism rates.
- Full points are awarded if the chronic absenteeism rate is 5% or lower. No points are awarded if the chronic absenteeism rate is 30% or greater. Chronic absenteeism rates between 30% and 5% will be awarded proportional points.

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Indicator 5: Preparation for Postsecondary and Career Readiness - Coursework

Indicator	Max Points – All Years
Percentage of students in grades 11 & 12 participating in *at least one* of the following during high school: two courses in AP/IB/dual enrollment; ***or*** two courses in one of seven CTE categories; ***or*** two workplace experience "courses" in any area.	50

- Points will be prorated based on the percentage of the ultimate target achieved.

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Indicator 6: Preparation for Postsecondary and Career Readiness - Exams

Indicator	Max Points – All Years
Percentage of students in grades 11 & 12 achieving CCR benchmark on *at least one* of the following: Smarter Balanced 11th ***or*** SAT ***or*** ACT ***or*** AP ***or*** IB	50

- Percentage of 11th and 12th graders who meet the following benchmark scores on at least one exam:
  - Smarter Balanced – Level 3 or higher on both ELA and math; or
  - SAT – composite score of 1550 or higher; or
  - ACT – meeting benchmark on 3 of 4 exams; or
  - AP – 3 or higher on an AP exam; or
  - IB – 4 or higher on an IB exam.
- Points will be prorated based on the percentage of the ultimate target achieved.

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Indicator 7: Graduation - On-Track in 9th Grade

Indicator	Max Points – All Years
Percentage of 9th graders earning at least five full-year credits in the year ***and*** no more than one failing grade in English, Mathematics, Science or Social Studies	50

- The University of Chicago's Consortium on Chicago School Research "identifies students as on-track if they earn at least five full-year course credits and no more than one semester F in a core course in their first year of high school."
- Ultimate target is 94%. Points will be prorated based on the percentage of the ultimate target achieved.

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Indicator 8: Graduation – Four Year Adjusted Cohort Graduation Rate – All Students

Indicator	Max Points – All Years
Percentage of first time 9th graders who graduate with a regular high school diploma in four years or less – All Students	100

- The ultimate target for all students remains at 94%.
- Districts/schools can earn up to 100 points based on the pro-rated percentage of the ultimate target (94%) achieved by All Students.

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Indicator 9: Graduation – Six Year Adjusted Cohort Graduation Rate – High Needs

Indicator	Max Points – All Years
Percentage of first time 9th graders who graduate with a regular high school diploma in six years or less – *High Needs Subgroup*	100

- The ultimate target for high needs students is 94%.
- Districts/schools can earn up to 100 points based on the pro-rated percentage of the ultimate target (94%) achieved by High Needs Students.

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Indicator 9: Graduation Rate Gap – High Needs

- A district/school is identified as having a graduation rate gap if:
  - the size of its six-year graduation rate gap between the High Needs subgroup and the Non-High Needs group (or 94% if that's lower) is at least one standard deviation greater than the statewide gap ***and***
  - the six-year graduation rate target for its High Needs Subgroup for the most recent available cohort is not met.
- Approach similar to achievement gap

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Indicator 10: Postsecondary Entrance Rate – All Students

Indicator	Max Points – All Years
Percentage of graduating class who enrolled in a two or four-year postsecondary institution any time during the first year after high school graduation	100

- The ultimate target is 75%.
- Districts/schools can earn up to 100 points based on the pro-rated percentage of the ultimate target achieved.

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Indicator 11: Physical Fitness

Indicator	Max Points – All Years
Percentage of students meeting/exceeding the "Health Fitness Zone Standard" in all four areas of the Connecticut Physical Fitness Assessment (CTPFA)	50

- The ultimate target is 75%.
- Multiplier for Estimated Participation Rate
  - At least 90% 1 (approximately 82% of schools)
  - At least 70% but less than 90% 0.5 (approximately 11% of schools)
  - At least 50% but less than 70% 0.25 (approximately 3% of schools)
  - Less than 50% 0 (approximately 4% of schools)
- Districts/schools can earn up to 50 points based on the pro-rated percentage of the ultimate target achieved as adjusted by the estimated participation rate multiplier.

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Indicator 12: Arts Access

Indicator	Max Points – All Years
Percentage of students in grade 9 through 12 participating in at least one dance, theater, music, or visual arts course in the school year	50

- Points will be prorated based on the percentage of the ultimate target achieved.

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School Classification

Category 1 (Top Quartile)

Category 2 (Two Middle Quartiles)

Category 3 (Bottom Quartile – except 4 and 5)

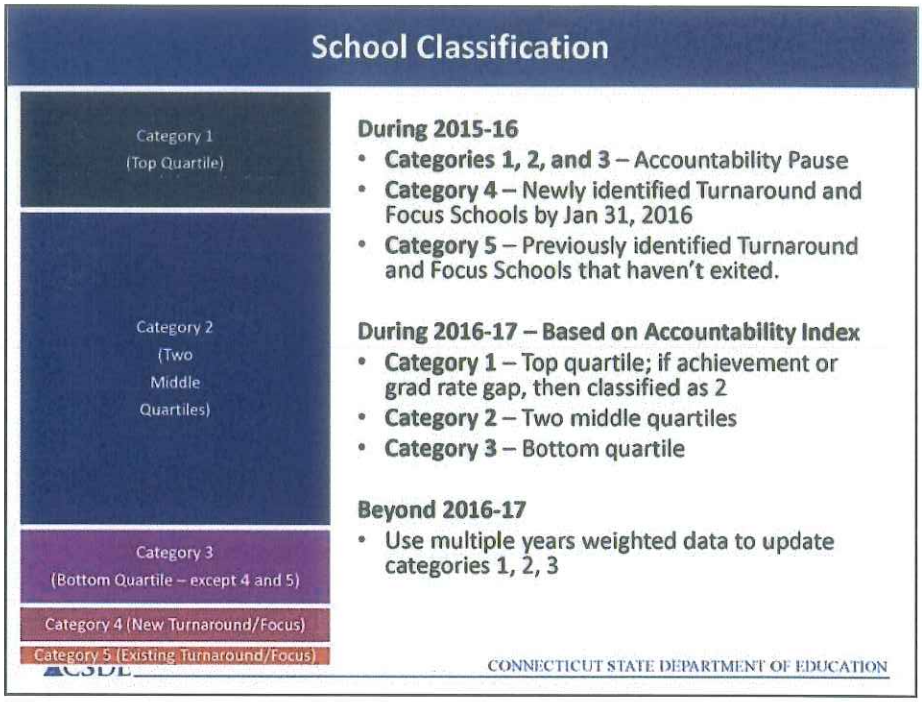
Category 4 (New Turnaround/Focus)

Category 5 (Existing Turnaround/Focus)

Overview

- Five categories per state law.
- **Turnaround School**: Overall low performing. Bottom 5% based on percentage of eligible points earned. Includes SIG Tiers I and II as well as high schools with 6-yr graduation rate that is less than 70% for all students in two recent cohorts.
- **Focus School**: Has the lowest academic achievement or graduation rate for the High Needs subgroup statewide. Selected from bottom 3 quartiles. Includes schools with lowest High Needs subgroup index scores as well as high schools with 6-yr graduation rate for the High Needs subgroup that is less than 70% in two recent cohorts.

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School Classification
Category 1
(Top Quartile)
Category 2
(Two
Middle
Quartiles)
Category 3
(Bottom Quartile – except 4 and 5)
Category 4 (New Turnaround/Focus)
Category 5 (Existing Turnaround/Focus)
During 2015-16
Categories 1, 2, and 3 – Accountability Pause
Category 4 – Newly identified Turnaround and Focus Schools by Jan 31, 2016
Category 5 – Previously identified Turnaround and Focus Schools that haven't exited.
During 2016-17 – Based on Accountability Index
Category 1 – Top quartile; if achievement or grad rate gap, then classified as 2
Category 2 – Two middle quartiles
Category 3 – Bottom quartile
Beyond 2016-17
Use multiple years weighted data to update categories 1, 2, 3
CONNECTICUT STATE DEPARTMENT OF EDUCATION

BOARD OF EDUCATION

#11

Meeting Schedule ~ 2016

Deadline for submission of Committee Workshop Agenda Items	Committee Workshop (Thursdays) 5:30 p.m. (locations subject to change)	Regular Board Meeting* (Thursdays) 6:30 p.m. Waterbury Arts Magnet School
December 24	December 31 – TBD	January 7
January 8	January 14 – *Gilmartin*	January 21
January 22	January 28 – *Walsh*	February 4
February 5	February 11 – *Wilson*	February 18
February 19	February 25 – *Reed*	March 3
March 4	March 10 – *Sprague*	March 17
March 25	March 31 – *Bucks Hill*	April 7
April 8	April 14 – *WAMS*	April 21
April 22	April 28	May 5
May 6	May 12	May 19
May 20	May 26	June 2
June 3	June 9	June 16
June 24	June 30	July 7
July 22	July 28	August 4
August 19	August 25	September 1
September 2	September 8	September 15
September 23	September 29	October 6
October 7	October 13	October 20
October 21	October 27	November 3
November 4	November 10	November 17
November 18	November 23	December 1
December 2	December 8	December 15

DRAFT

*Unless otherwise posted, Board of Education Regular Meetings are held at Waterbury Arts Magnet School, 6:30 p.m., on the first and third Thursday of each month, except in July and August when meetings are held on the first Thursday only. Location changes or updates are available at the Office of the Board of Education or at its website – www.waterbury.k12.ct.us

#12

Revised 07/17/13

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

[X] **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**

[ ] **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

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

Date Submitted: 9/15/2015 Name of Travel Agency (if applicable): _____

1) Requested by: Bob Haxhi and Ron Napoli | Wilby | History

Name of Staff Member | School | Grade level/Subject

2) How many students? 48

3) Name of destination: Boston, MA and Lexington and Concord, MA

4) City/State of destination: Boston, MA and Lexington and Concord, MA

5) Departure: Thursday, November 5, 2015 at 6:00 AM

Day | Date | Time

6) Return: Friday, November 6, 2015 at 6:00 PM

Day | Date | Time

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

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

This trip supports the curriculum for Roots and Government. A heavy focus will be on U.S. Revolutionary War history and U.S. history in general. The origins of revolution will be the focus on day one. A social component will be included: Women's' rights in the Colonial and Revolutionary periods.

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

From State Common Core Standards: Social Studies teachers engage students in learning experiences that are integrated by establishing linkages, both within the themes and disciplines of history/social studies and across other academic disciplines. Focus on primary source linkages for Revolution.

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

Students must understand the origins of the Revolution and how this history is related to the cultural, economic and social fabric of the United States. The individuals role is held to be of utmost importance in understanding and participating in this process. (From AP and US History curriculum)

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

Students will be expected to demonstrate specifics from learning derived from trip in essays, multiple choice exams and AP exams. EX- students will be able to create logical explanations for the starting of the American Revolution. (Eg. What roles did women and African-Americans play specifically?)

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

Students will be tested and will be required to write in depth essays pertaining to the AP curriculums and US History curriculum.

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

The benefits of touring the historical sites of Boston and Lexington with knowledgeable guides and teachers will be invaluable to the appreciation of their country and on their understanding of history.

14) Transportation: Type/name of Approved PUC Carrier

Peter Pan, Inc.

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

Name	Phone Number	Name	Phone Number
1. Robert Haxhi	203-695-3028	4	
2. Ron Napoli	203-437-1166	5.	
3		6	

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

Teacher(s) as chaperones: Robert Haxhi, Ron Napoli, Amy Frenis, Marci Hinton, Ms. Joann Marabello
Aides(s) as chaperones:
Parent(s) as chaperones:

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.)

Students and Teacher Contributions

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

$175.00

19) Is any student excluded from attending this trip? Yes [ ] No [X] If yes, explain why:

20) What is the approximate cost all chaperones?

$175.00 per chaperone

21) How many substitutes are necessary? [4] **(If none specify)**

Teacher	Subject/Grade	Teacher	Subject/Grade
1. Bob Haxhi	Social Studies/ 9and 10	4. Joann Marabello	Social Studies/ 11
2.Ron Napoli	Social Studies 9	5.	
3. Amy Frenis	Social Studies 11/12	6.	

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

Yes [X] No [ ] Tracy A. Benson RN 9-18-15

Signature of School Nurse Date

23) This field trip request meets the needs of the BOE policy? Yes [X] No [ ]

Is this field trip recommended? Yes [X] No [ ]

Arrangements for students(s) medial needs have been made Yes [X] No [ ]

Dawn Kalum 9/22/15

Signature of School Principal Date

CENTRAL OFFICE RESPONSE

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

This field trip request has ~~been~~ reviewed ~~and~~ **is not** approved [ ]

9/25/15

Signature of Superintendent/Designee/ILD Date

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

Signature of BOE/Designee Date

Wilby High School Social Studies

Boston Field Trip Itinerary **Approximate Cost: $ 175.00**
November 5 and 6, 2015

This field trip will be chaperoned by five teachers from Wilby High School:

Robert Haxhi: Social Studies Department Chairman and lifelong student of history, Mr. Haxhi holds a Bachelor's Degree (C.C.S.U.) and a Master's Degree (Wesleyan) in history. In 2009, Mr. Haxhi was selected, with the assistance of Gabor S. Boritt, for the ***Lincoln Fellowship of Pennsylvania Scholarship***. He has studied the American Revolution extensively and has been teaching U.S. History for twenty-five years. Mr. Haxhi will hold discussions on topics such as Boston's role in the struggle for independence. Mr. Haxhi has traveled extensively throughout the National Park system and will be able to offer valuable insights at each of the National Park sites we visit.

Amy Frenis: An accomplished history teacher of long standing at Wilby High School, Ms. Frenis will bring a unique perspective to Concord and Boston. Amy has a history degree and she teaches psychology and sociology. She will discuss the dynamics of rebellion and social upheaval. She is also an avid foodie and will be having the fire roasted tomato pasta at the Hard Rock Cafe. She wants the students to get out of their comfort zones and try new experiences.

Marci Hinton: Director of the Wilby High Library and Media Center, Ms. Hinton will lead our research efforts before and after the trip. As we explore Concord and Walden Pond, Ms. Hinton will lecture on transcendentalism. She has already discovered that gravestone rubbings are illegal in the entire state of Massachussetts. Ms. Hinton has also volunteered to lead the students to the top of the Bunker Hill Monument.

JoAnn Marabello: As a history teacher and lawyer, Ms. Marabello offers the perspective of a trained legal mind. Having earned her law degree in Boston, she knows the city well. She is our AP Government and Politics teacher. Ms. Marabello will be lecturing the students on the political and governmental theories born in the revolutionary movement of the 1770's. This will be a special way to enhance the study of United States history.

Ron Napoli: Mr. Napoli is active in government and politics and has been a keen student of these for many years. His insights will be of exceptional value as we tour the towns of Lexington and Concord. A member of our social studies team, Mr. Napoli has distinguished himself as an effective teacher and role model. Mr. Napoli teaches World History and has taught Honors U.S. History at Wilby. His personal mission on this field trip will be to get everyone to complete the entire Freedom Trail with smiles on there faces. We look forward to seeing Mr. Napoli and the students raise their arms in triumph and eat lots of food in Quincy Market.

Thursday, November 5, 2015

05:30 A.M. – Students must report to Wilby High School

05:45 A.M. – Bus will depart for Boston (The bus will depart on time)

There will be one breakfast and bathroom stop on route.

08:30 A.M. – Arrival at **Lexington Green**

09:00 A.M. – Depart for Minuteman National Historical Park

09:15 A.M. – Arrive at **Minuteman National Historical Park.**

09:30 A.M. – View **"The Road to Revolution"** multimedia presentation. (Pre-paid)

12:00 P.M. – Prepaid boxed lunch in the National Park.

02:00 P.M. – Arrive at **Walden Pond.**

02:45 P.M. – Depart for Days Hotel, Cambridge, MA.

03:30 P.M. Arrive at Days Hotel for check-in and dinner.

04:40 P.M. – Depart for pre-paid dinner at the famous **Hard Rock Cafe.**

08:00 P.M. – Attend performance of **Shear Madness.**

10:30 P.M. – Arrive back at hotel.

11:00 P.M. to 5:00 A.M. – Curfew. (Students can not leave their rooms during these hours. Private security guards will be on duty for students' safety.)

Friday, November 6, 2015

08:00 A.M. – Checkout.

08:10 A.M. – Breakfast at McDonald's. (Not included in trip cost.)

08:45 A.M. – Depart hotel **Bunker Hill** and **Freedom Trail** starting point.

09:30 A.M. – Arrive at **Bunker Hill** and the **Freedom Trail:**

- Bunker Hill battlefield and monuments
- U.S.S. Cassin Young

- U.S.S. Constitution
- Old North Church
- Copp's Hill Burial Ground
- Boston Common
- Site of the Boston Massacre
- Park Street Church
- Granary Burying Ground
- King's Chapel and King's Chapel Burying Ground
- Old Corner Bookstore
- Fanueil Hall
- Paul Revere House
- Constitution Museum
- Lunch in Quincy Market

01:45 P.M. – Tour **Old State House**

02:30 P.M. – Tour the **Old South Meeting House.**

03:30 P.M. – Depart for Wilby High School from **Boston Common.**

06:00 P.M. – Arrive at Wilby High School for parent pick-up.

#13

Revised 07/17/13

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

☒ **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**

☐ **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

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

Date Submitted: 9/17/15 Name of Travel Agency (if applicable): _____

1) Requested by: Anita Watkins (WHS)

Name of Staff Member School Grade level/Subject

2) How many students? 20

3) Name of destination: Various locations within the city of Paris-Please see itinerary

4) City/State of destination: Paris, France

5) Departure: Friday April 15, 2016 7:30am
Day Date Time

6) Return: Thursday April 21, 2016 8:00pm
Day Date Time

7) Is school in session during this field trip? On one day only (April 15, 2016)

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

_In the Fashion Design curriculum, this field trip will support the History and Evolution of Fashion unit
_In the Culinary Arts curriculum, this unit will support the Menus unit.
For Fashion Design this field trip supports content standard 11.0-Analyze the prinoiples of design as they apply to textiles and apparel.
For Culinary Arts this field trip supports content standard 8.4-Demonstrate planning menu items based on standardized recipes to meet customer needs.

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

CCM-01-EXPLAIN THE MEANING OF A PROBLEM AND LOOK FOR ENTRY POINTS TO ITS SOLUTION.
CCM-02-MAKE SENSE OF QUANTITIES AND THEIR RELATIONSHIPS IN PROBLEM SITUATIONS
CC-ELA-4-Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to grades 11-12 texts and topics.

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

The guiding question for the Fashion Design students is, "What contextual factors should be considered when designing apparel"?
The guiding question for the Culinary Arts students is, "What are the guidelines for meeting the goals of menu planning and customer needs"?

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

(1) Fashion Design students will become exposed to fashion history. (2) Students will demonstrate design ideas through visual presentation. (3) Students will analyze the evolution of fashion. (4) Students will demonstrate apparel and textiles design skills.
(1) Culinary Arts students will demonstrate menu planning based on recipes to meet customer needs. (2). Students will demonstrate menu preparation. (3) Students will compare and contrast French and American menus.

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

Fashion Design students will create and construct an apparel piece inspired by the city of Paris. Culinary Arts students will create menus and a meal inspired by the city of Paris.

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

Students will experience and analyze a culture different from their own. Our visits to the Louvre and Chateau Versailles will provide great historical value, as students will enhance their knowledge and view of the world. Mathematically, they will acquire the knowledge of monetary conversions between the Euro and dollar.

14) Transportation: Type/name of Approved PUC Carrier

Airplane-Delta Airlines

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

Name	Phone Number	Name	Phone Number
1. Anita Watkins	(203) 574-8100	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: Anita Watkins, Anthony Mango
Aides(s) as chaperones:
Parent(s) as chaperones:

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.)

Holiday item sale, school calendar, fashion show, culinary catering

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

$700.00

19) Is any student excluded from attending this trip? Yes [ ] No [X] If yes, explain why:

20) What is the approximate cost all chaperones?

$1,500.00

21) How many substitutes are necessary? 2 **(If none specify)**

Teacher	Subject/Grade	Teacher	Subject/Grade
1.Anita Watkins	FCS	4.	
2.Anthony Mango	Culinary	5.	
3.		6.	

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

Yes [X] No [ ] Tracy A Benson RN 9-17-15

Signature of School Nurse Date

23) This field trip request meets the needs of the BOE policy? Yes [✓] No [ ]

Is this field trip recommended? Yes [✓] No [ ]

Arrangements for students(s) medial needs have been made Yes [✓] No [ ]

Dawn Kalan 9/17/15

Signature of School Principal Date

CENTRAL OFFICE RESPONSE

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

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

9/21/15

Signature of Superintendent/Designee/ILD Date

9/24/15

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

Signature of BOE/Designee Date

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

Itinerary

Day 1-Students will meet at Wilby High School and take school bus to JFK airport, Friday April 15, 2016 for an overnight flight to Paris.

Day 2 (4/16)

- Arrive at Charles De Gaulle airport in Paris
- Register at the Adagio Aparthotel
- Sightseeing at Eiffel Tower

Day 3 (4/17)

- Visit and tour Louvre Museum
- Visit and tour Arc de Triomphe
- Visit and Tour Champs Elysee

Day 4 (4/18)

- Visit and tour International Culinary Institute
- Dinner at Cordon Bleu

Day 5 (4/19)

- Boat ride on Seine River
- Tour Notre Dame
- Visit and tour Chateau Versailles

Day 6 (4/20)

- City tour; shopping

Day 7 (4/21)

- Depart Charles De Gaulle Airport in Paris to JFK, New York

#14

Revised 07/17/13

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

[X] **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**

[ ] **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

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

Date Submitted: September 14, 2015

Name of Travel Agency (if applicable): _____

1) Requested by: Robyn Hicock; Anthony Caruso | Kennedy High School | English 11/American Literature
(Name of Staff Member | School | Grade level/Subject)

2) How many students? 50

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

4) City/State of destination: Salem, Massachusetts

5) Departure: Friday (Day) | October 23rd (Date) | 7:30am (Time)

6) Return: Friday (Day) | October 23rd (Date) | Approx. 7:00pm (Time)

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

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

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

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

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

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

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

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

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

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

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

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

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

14) Transportation: Type/name of Approved PUC Carrier

Peter Pan Bus Company/Coach bus

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

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

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

Teacher(s) as chaperones: Robyn Hicock; Anthony Caruso; Christine Mead

Aides(s) as chaperones:

Parent(s) as chaperones: Michael Gervais; Lawrence Rossi

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

Student contributions

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

$40/pupil

19) Is any student excluded from attending this trip? Yes [X] No [ ] If yes, explain why:

Students who are involved in significant behavioral incidents (i.e. suspension, fighting) will not be allowed to attend.

20) What is the approximate cost all chaperones?

$40/chaperone

21) How many substitutes are necessary? [3] **(If none specify)**

Teacher	Subject/Grade	Teacher	Subject/Grade
1.Robyn Hicock	English 11	4.	
2.Anthony Caruso	English 11	5.	
3. Christine Mead	Special Education/Co-Teacher	6.	

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

Yes [X] No [ ] Margaret Quenoren 9-15-15

Signature of School Nurse Date

23) This field trip request meets the needs of the BOE policy? Yes [X] No [ ]

Is this field trip recommended? Yes [X] No [ ]

Arrangements for students(s) medial needs have been made Yes [X] No [ ]

Signature of School Principal 9/16/15

Date

CENTRAL OFFICE RESPONSE

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

This field trip request has been reviewed ~~and is not~~ approved [ ]

Signature of Superintendent/Designee/ILD 9/15/15

Date

Dan M 9/25/15

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

Signature of BOE/Designee Date

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

#15

Revised 07/17/13

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

[x] **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**

[ ] **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

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

Date Submitted: _____ Name of Travel Agency (if applicable): _____

1) Requested by: Luanne Rosin-Capolupo | Kennedy High School | 11/12 US 2
Name of Staff Member | School | Grade level/Subject

2) How many students? 50

3) Name of destination: Lower East Side Tenement Museum

4) City/State of destination: New York, NY

5) Departure: Friday | November 6, 2015 | 7:00 AM
Day | Date | Time

6) Return: Friday | November 6, 2015 | 5:00 PM
Day | Date | Time

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

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

The museum supports the US History curriculum.

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

1.3-Demonstrate and understanding of significant events and themes in US History.

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

Where did we come from as a country and how did we get to this point in history?

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

Students will activiely engage in a discussion reviewing what the long term effects of the development of the US.

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

Students will have a monitored discussion reviewing the affects of the development of the US.

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

Students will be able to walk through the exhibits and visualize a time period of the US.

14) Transportation: Type/name of Approved PUC Carrier

LandJet (Waterbury, CT)

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

Name	Phone Number	Name	Phone Number
1. Luanne Rosin-Capolupo	(203) 558-2430	4	
2.Lawrence Feola		5.	
3		6	

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

Teacher(s) as chaperones: Luanne Rosin-Capolupo, Lawrence Feola
Aides(s) as chaperones: Maria DeJesus
Parent(s) as chaperones: Cynthia Melendez, Andrew Melendez

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

Student contributions

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

$45

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

20) What is the approximate cost all chaperones?

0

21) How many substitutes are necessary? 2 **(If none specify)**

Teacher	Subject/Grade	Teacher	Subject/Grade
1.Luanne Rosin-Capolupo	US 2, Comp Government	4.	
2.Lawerence Feola	US 2, Comp Government	5.	
3.		6.	

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

Yes ☒ No ☐ Margaret Owensken 9-21-15

Signature of School Nurse Date

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

Is this field trip recommended? Yes ☒ No ☐

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

[signature] 9-21-15

Signature of School Principal Date

CENTRAL OFFICE RESPONSE

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

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

[signature] 9/25/15

Signature of Superintendent/Designee/ILD Date

[signature] 9/25/15

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

[signature]

Signature of BOE/Designee Date

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

#16

RECEIVED 9/1/15

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

[X] **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**

[ ] **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

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

Date Submitted: 9/1/15 Name of Travel Agency (if applicable): Explorica

1) Requested by: Kyle Ondrush Waterbury Arts Magnet School HS History

Name of Staff Member School Grade level/Subject

2) How many students? 18

3) Name of destination: Peru

4) City/State of destination: Lima, Cuzco, Sacred Valley, Machu Picchu,

5) Departure: Thursday April 14, 2016 Leave WAMS at modified day

Day Date Time

6) Return: Saturday April 23, 2016 TBD (Most likely PM)

Day Date Time

7) Is school in session during this field trip? 5 hour day Thursday, red eye flight arrive in Peru on Friday 4/15/16 Flight depart time TBD on Thursday. (In the past we have had student and parent travelers come to school for a half day and we leave from school to the airport.)

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

- Students will be able to collaborate effectively.
- The student will understand the artistic value and cultural significance of theatre, art, and culture.
- The student will discern the natural human impulses and aesthetic imagination underlying the creation and appreciation of theatre, art, and culture.
- The student will understand the interdependent relationships between contemporary culture and a particular culture throughout history

Blueprint Goals

II. Ensure all students equal access to quality curriculum that is aligned to common core state standards.
IV. Ensure that all students who enter grade 9 graduate on time by grade 12, prepared to enter colleges or careers of their choice.

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

COMMON CORE LA STANDADS:
English Language Arts Standards » **History/Social Studies** » Grade 11-12
Key Ideas and Details
CCSS.ELA-Literacy.RH.11-12.3 Evaluate various explanations for actions or events and determine which explanation best accords with textual evidence, acknowledging where the text leaves matters uncertain.
Integration of Knowledge and Ideas
CCSS.ELA-Literacy.RH.11-12.7 Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, as well as in words) in order to address a question or solve a problem.

English Language Arts Standards » **Writing** » Grade 11-12
CCSS.ELA-Literacy.W.11-12.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

CCT Rubric for Effective Teaching:
2. Planning for active learning
Indicator 2b: Planning instruction to cognitively engage students in the content.

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

Returning to Roots: Reclamation of Pre-Columbian Peruvian Identity

- How are cultural traditions created and maintained? How do cultures evolve over time?
- Where do your ancestors come from? How does one become an ancestor? What makes an ancestor? How might this shape your identity?
- Do you have any family traditions? If so, what are they?

Natural World Connections: Environmental Inspirations from Peru

- How does the natural environment shape culture? How does culture impact the environment?
- In what ways do you think people use their environment to tell a story?
- How do artists use animals and natural materials to inspire their work?

Exploration and Discovery: Machu Picchu, The Lost City of the Inca Empire

- What does it mean to discover something?
- Why do you think people might like to explore?
- How do you think exploration of other places in the world helps people connect to other cultures? What do those connections look like or how do they come about?
- How are histories shared? How do these stories change over time?
- What does it mean that modern explorers "re-discovered" Machu Picchu and other ancient sites?

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

Students traveling to Peru will compile a written report, a visual report (pictures & video), and a panel discussion for presentation for the Waterbury, CT Board of Education at the convenience of the Board.

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

All students will keep a self written tour diary, the group as a whole will come together each night to post an online group diary with all members taking an active part in sharing their experiences and memories of the day. Postings each day will include: information they all ready knew about the culture, environment, people; how their views have changed about these items; relate new information about these items discovered, and then explore how these new findings and experiences have changed their view and how these new experiences will better prepare them to be conscious members of society. The expectation in these new discoveries will lead students to make academic connections, show personal growth and maturity.

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

Students will explore Peru's bustling capital of Lima, immerse themselves in the country's history at the Museum of Archeology and Anthropology and then experience it themselves with a trip to Cuzco, and the famous "Lost City of the Incas", Machu Picchu. Students will marvel at the ruins of this 15th century estate build for Incan Emperor Pachacuti and glimpse into Inca life of the past. They'll also have a chance to explore surrounding areas, from the Sacred Valley of the Incas close to Cusco, the Inca capital, and the heights of the ancient mile-long, stone-paved trail called Intipunko that offers a stunning vista of Machu Picchu.

14) Transportation: Type/name of Approved PUC Carrier

Coach bus from WAMS to the airport, International Airline Flight (TBD through travel agency Explorica), In-country Flight, Bus, & Train TBD through Explorica.

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

Name	Phone Number	Name	Phone Number
1. Kyle Ondrush	860-597-4629	4	
2.Nina Smith	203-558-9396	5.	
3		6	

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

Teacher(s) as chaperones: Kyle Ondrush, Nina A. Smith
Aides(s) as chaperones:
Parent(s) as chaperones:

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.)

Students and adult/parent travelers pay out of pocket for the trip. TLC (Theatre, Language, Culture Club) sponsors fundraisers for club members traveling. We have scheduled a Pancake Breakfast through the Waterville Fire Department, we present a 'Murder Mystery" dinner theatre in which students garner food donations (Pasta, salad, bread, desserts) and WAMS faculty perform in an original 'Who-done-it" play written by faculty advisor Bruce Post. TLC students also volunteer their time selling consessions for the main-stage theatre performances. Throughout the year during open house, and special events; students will collect donations for gift basket raffles. The past trips (most recently: Dublin/Ireland 2014) students raised enough money to pay all the Coach Bus from WAMS to the airport,transfer fees, taxes, tips, daily lunch money, additional excursion costs, and spending money.

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

$3190.00

19) Is any student excluded from attending this trip? Yes [X] No [ ] If yes, explain why:

WAMS Middle School Students are not allowed to travel Internationally with WAMS TLC.

20) What is the approximate cost all chaperones?

$170.00 for travel insurance. International travel organizations such as Explorica; value travel exploration for educators and how the experience influences teaching so they grant travel to teaching chaperones for every six paying students and/or parents/adult guardians.

21) How many substitutes are necessary? 2 for Friday 4./15 (specify)

Teacher	Subject/Grade	Teacher	Subject/Grade
1.Kyle Ondrush	HS Social Studies	4.	
2. Nina Smith	HS/MS Theatre Arts	5.	
3.		6.	

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

Yes [X] No [ ]

Signature of School Nurse 9-21-15 Date

23) This field trip request meets the needs of the BOE policy? Yes [✓] No [ ]

Is this field trip recommended? Yes [✓] No [ ]

Arrangements for students(s) medial needs have been made Yes [✓] No [ ]

Signature of School Principal 9-22-15 Date

CENTRAL OFFICE RESPONSE

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

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

Signature of Superintendent/Designee/ILD 9/24/15 Date

9/24/15

TRAVEL ITINERARY

Day 1 Start tour
Meet your tour director and check into hotel

Day 2 Hola Lima
Lima guided sightseeing tour
Government Palace, City Hall, Cathedral of Lima, Miraflores, San Isidro, San Francisco Convent visit
Museum of Archaeology & Anthropology visit
Guinea pig dinner

Day 3 Lima--Cuzco
Fly to Cuzco
Cuzco guided sightseeing tour
Tambo Mach'ay, Qenko, Puca Pucara, Sacsayhuaman Fortress visit

Day 4 Sacred Valley landmarks
Sacred Valley excursion
Ollantaytambo Fortress visit, Pisac Indian Market, Wildlife Sanctuary visit

Day 5 Cuzco--Machu Picchu
Train ride to Machu Picchu
Explore Machu Picchu
Hike to Intipunku

Day 6 Machu Picchu--Cuzco
Machu Picchu free time
Transfer back to Cuzco

Day 7 Cuzco
Urubamba River rafting excursion

Day 8 Cuzco to Lima & Flight Home
Fly to Lima
Fly home

Day 9 Return home

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

#16a
Add

REQUEST FOR FIELD TRIP

ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR EM
SCHOOL'S INSTRUCTIONAL LEADERSHIP DIRECT
ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE

[X] **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO T**

[ ] **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRI**

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

Date Submitted: 9/16/15 Name of Travel Agency (if applicable): _____

1) Requested by: Kerry Coyle | Crosby | 11/English

Name of Staff Member | School | Grade level/Subject

2) How many students? 50

3) Name of destination: Salem, Massachusetts

4) City/State of destination: Salem, Massachusetts

5) Departure: Friday | 10/23 | 7:00 am

Day | Date | Time

6) Return: Friday | 10/23 | 7:00 pm

Day | Date | Time

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

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

Early American Literature/Historical Connections

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

CCSS.ELA-LITERACY.RL.11-12.5
CCSS.ELA-LITERACY.RL.11-12.6
CCSS.ELA-LITERACY.RL.11-12.7
CCSS.ELA-LITERACY.SL.11-12.3, CCSS.ELA-LITERACY.SL.11-12.1.C

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

1) How much is our honor, our integrity, our pride, worth? How far would you go to defend it (main overarching question of the unit)?
2) What are the consequences when we allow ourselves to be ruled by suspicion and fear?
3) Is it pride or foolishness to give your life for what you believe in?

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

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

During the activities of the field trip, students will be assessed on their abilities to ask questions of tour guides, performers/actors, and their teachers. After returning from the field trip, students will be expected to complete a brief, written analysis of their new learning and tie in appropriate themes and motifs from *The Crucible*.

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

Since many of the Puritan cultural norms are difficult to grasp and understand just by reading the text and using supplemental information, the purpose of this field trip is to bring students to the physical setting of the witch trials of Salem, Massachusetts.

14) Transportation: Type/name of Approved PUC Carrier

LandJet

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

Name	Phone Number	Name	Phone Number
1. Kerry Coyle	2035586448	4	
2.Kelly Donohue	2039742767	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, Theresa Gionfrido, Charlie Ostrander, Korena Graffam
Aides(s) as chaperones:
Parent(s) as chaperones:

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.)

Fundraising and student contributions.
Fundraising: teacher/student talent show, bake sale? (TBD)

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

OCT-08-2015 06:01AM From: ID:CHIEF ACADEMIC OFR Page:004 R=100%

$89 (without fundraising)

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

20) What is the approximate cost all chaperones?

Free

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

Teacher	Subject/Grade	Teacher	Subject/Grade
1. Kerry Coyle	English 11/12	4.	
2. Kelly Donohue	Humanities/English 10	5.	
3.		6.	

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

Yes ☒ No ☐ Shelley Ireland RN 10-8-15

Signature of School Nurse Date

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

Is this field trip recommended? Yes ☒ No ☐

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

Judith K. Hopkins 10-8-15

Signature of School Principal Date

CENTRAL OFFICE RESPONSE

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

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

Dr. MAL 10/8/15

Signature of Superintendent/Designee/ILD Date

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

_____ _____

Signature of BOE/Designee Date

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

OCT-08-2015 06:01AM From: ID:CHIEF ACADEMIC OFR Page:005 R=100%

#17

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: **Thurs., Thursday, October 8, 2015 (NEMS)**
BOARD MEETING: **Thurs., Thursday, October 15, 2015**

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
K. Effes	WAMS lib.& atrium: one Tuesday a month Oct. thru May 6:00-8:00pm (middle sch. parent-student book club mtgs.)
N. Smith	WAMS recital hall & theater rms.: Nov. to Mar. 3:15-7:30pm (rehearsals for "Grand Hotel")
R. Harma	Wilby lib.: Tues.,Oct. 20th 6:00-8:30pm (book club mtg.)
C. Swain	Rotella aud., café, lib.: Wed., Dec. 9th 4:30-9:00pm (State office of Early Childhood Comm. Forum – Bridge to Success)
C. Damore	Wilson café: Thurs.,Oct. 29th 5:00-7:30pm (parents workshop)
G. Rinaldi-Gonzalez	Enlightenment café: Oct. 20, Nov. 10, Dec.8 4:00-6:00pm (parent liaisons – Project Love)
D. Burzler	Gilmartin classrm.: Wednesdays 9/30/15-12/23/15 3:00-6:00pm (after school program for at-risk students)
M. Vagnini Dadamo	WAMS gym, café,recital hall: Saturday, Nov. 21st 6:30-7:30 pm (Ct.Music Entertainment Assoc. auditions)
M. Petrillo	Bunker Hill gym: Fri., Oct. 30th 5:30-8:30pm (Family Movie Night)
M. Parker	Rotella aud., café, music,dance rms.: Thurs., Jan. 7th 5:00-8:00pm (troupe performance) Rotella aud., café, music, dance rms.: Thurs., May 26th 5:00-8:00pm (spring troupe performance) Rotella aud.: Thurs., June 2nd 4:00-8:00pm (Palette Awards Show)
D. Gaspar	Career Academy café, lobby, playground: Tues., Oct. 27th 2:30-6:00pm (Ct. Dept. of Education photo session for SPPT students & babies)
R. O'Neill	Carrington café: Fri., Oct. 23rd 5:15-8:00pm (Fall Harvest)
J. Banach	WAMS café: Tues., Oct. 20th 6:00-7:00p (College Planning Night)
M. Buerkle	Wilby LLC rm.: Tues. & Thurs. 10/1-12/23/15 2:00-4:00pm (after school mentoring program)
Michael Cappiello	WSMS classrm.: Sat. Oct. 10th 11am-4:30pm (Community Day rehearsal)

Approved:

Felix M. Rodriguez

Kathleen M. Ouellette, Ed. D.
Superintendent of Schools

REVISED

OCT - 5 2015

SCHOOL PERSONNEL USE ONLY

DATE: 10/1

TO: SCHOOL BUSINESS OFFICE

FROM: Kim Effes

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

☒ Library & Atrium

DATES REQUESTED: 10/20, 11/17, 12/15 1/19 2/23 3/15 4/12, 5/17

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

FOR THE FOLLOWING PURPOSES:

Middle School Parent Student Book Club

Kim Effes
APPLICANT

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

RETURN TO MS SARNATARO

OCT - 5 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9/14/15

TO: SCHOOL BUSINESS OFFICE

FROM: Wams Theatre Dept.

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

NAME OF SCHOOL REQUESTED: WAMS

- Choral Room
- Large Dance Recital Hall ✓

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Please See the Attached Rehearsal Calendar 2016-

FROM: 3:15 am/pm TO: 7:30 am/pm

Nov. 1 — March 11th

FOR THE FOLLOWING PURPOSES:

Rehearsal for Main-Stage Palace Production of the "Grand Hotel"

Dina E. Smith
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.

established through the Palace Theatre

TOTAL P.001

SCHOOL PERSONNEL USE ONLY

DATE: 9/14/15

TO: SCHOOL BUSINESS OFFICE

FROM: Enlightening the Mind Book Club

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms LCC Media Center

DATES REQUESTED: Tues. Oct. 20, 2015

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

FOR THE FOLLOWING PURPOSES:

monthly meeting

Rebecca Harmon
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.

OCT - 1 2015

REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

TO: S. McCasland, School Business Office

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

DATE: October 1, 2015

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

NAME OF SCHOOL REQUESTED: Rotella Magnet School

Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café ☑

Rooms ☑ Media Center (specify room)

DATES REQUESTED:

Wednesday, December 9, 2015 From: 4:30 p.m. To: 9:00'sh p.m.

For the following purpose: **State Office of Early Childhood Community Forum sponsored by Waterbury's Office of Early Childhood Education and Bridge to Success.**

October 1, 2015
Date

Carrie A. Swain
Applicant's Signature

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

SEP 30 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9/30/15

TO: SCHOOL BUSINESS OFFICE

FROM: Cristina Damare

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

NAME OF SCHOOL REQUESTED: Woodrow Wilson Elementary

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☒ CAFE/ROOMS

DATES REQUESTED: 10/29/15

FROM 5 am/pm TO 7:30 am/pm

~~FOR THE FOLLOWING PURPOSES:~~

Back to School Night and a Homework Workshop for parents.

Cristina Damare
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

SEP 2 6 2015

DATE: September 24, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Gwendolyn Rinaldi-Gonzalez

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

NAME OF SCHOOL REQUESTED: Enlightenment

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool X☐ Café/Rooms

DATES REQUESTED: October 20, 2015;November 10, 2015; and December 8, 2015 (Snow date December 15, 2015)

FROM: 4:00 pm TO: 6:00 pm

FOR THE FOLLOWING PURPOSES:

The parent liaisons have undertaken Project Love. They have planned family events for the families living at the homeless shelters: Salvation Army, St. Vincent De Paul, and Home of Hope. The events are reading, board games, and light refreshment will be provided. A central location is needed so that all shelter occupants can participate.

Denise Foster
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.

SEP 24 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9/23/15

TO: SCHOOL BUSINESS OFFICE

FROM: Donald R. Burzler Ph.D.
Tyrell Zimmerman - CEO of ZIMMNATION

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

NAME OF SCHOOL REQUESTED: Gilmartin School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ☑ Classroom

DATES REQUESTED: Sept. 30, 2015 - Dec. 23, 2015

FROM: 3:00 am/(pm) TO: 6:00 am/(pm)

Wednesdays

FOR THE FOLLOWING PURPOSES:

1 Classroom - use of 1 classroom for after-school program. Gilmartin in partnership with ZIMMNATION to provide enrichment programs and support for at risk students from Gilmartin

Donald R. Burzler

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.

SEP 28 2015

SCHOOL PERSONNEL USE ONLY

DATE: Sept 25, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marianna Vagnini Dadamo

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

NAME OF SCHOOL REQUESTED: WAMS

☒ Auditorium ☑ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Saturday November 21 2015

FROM: 6 30 am/pm TO: 7 30 am/pm

FOR THE FOLLOWING PURPOSES:

* CMEA Southern Region Auditions

* Ct. Music Entertainment Assoc,

MA Vagnini
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

TO: SCHOOL BUSINESS OFFICE

FROM: MaryAnn Petrillo, Parent Liaison

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

NAME OF SCHOOL REQUESTED: Bunker Hill

☐ AUDITORIUM ☑ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: 10-30-15

FROM 5:30 AM/PM TO 8:30 AM/PM

FOR THE FOLLOWING PURPOSES:

Family "Movie Night"

MaryAnn Petrillo
APPLICANT

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

SEP 28 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9/24/15

TO: SCHOOL BUSINESS OFFICE

FROM: Marly Parker

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

NAME OF SCHOOL REQUESTED: Rotella

☑ Auditorium ☒ Gymnasium ☐ Swimming Pool ☑ Café/Rooms Dance Room Music Room

DATES REQUESTED: Jan. 7, 2016

FROM: 9:30 am/pm AND 5:00 pm TO: 11:00 am/pm 8:00pm

FOR THE FOLLOWING PURPOSES:

Troupe Performance

M Pal
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.

SEP 28 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9/24/15

TO: SCHOOL BUSINESS OFFICE

FROM: Marly Parker

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

NAME OF SCHOOL REQUESTED: Rotella

☑ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms Dance Room Music Room

DATES REQUESTED: May 26, 2016

FROM: 9:30 (am)/pm AND 5:00 pm TO: 11:00 (am)/pm 8:00 pm

FOR THE FOLLOWING PURPOSES:

Spring Troupe Performance

M J Parker

APPLICANT

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

SCHOOL PERSONNEL USE ONLY

SEP 28 2015

DATE: 9/24/15

TO: SCHOOL BUSINESS OFFICE

FROM: Marly Parker

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

NAME OF SCHOOL REQUESTED: Rotella

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: June 2, 2016

FROM: 4:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Palette Award Show

APPLICANT

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

SCHOOL PERSONNEL USE ONLY

SEP 28 2015

DATE: 9.25.15

TO: SCHOOL BUSINESS OFFICE

FROM: Dorothy K. Gaspar and George Hayes, Supports for Pregnant + Parenting Teens Program

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

NAME OF SCHOOL REQUESTED: Wateruary Career Academy

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☑ CAFE/ROOMS playground + lobby

DATES REQUESTED: 10/27/15

FROM 2:30 am/pm TO 6:00 am/pm

FOR THE FOLLOWING PURPOSES:

CT Dept. of Edu has arranged for a photography session with SPT students and babies. We would like to use the playground mostly for pictures, but also need access to lobby in case weather is poor.

Dorothy K. Gaspar
APPLICANT

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

SEP 28 2015

SCHOOL PERSONNEL USE ONLY

DATE Sept 28, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: R. ONeill

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

NAME OF SCHOOL REQUESTED: Carrington School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: OCT 29 [Event in Outdoor Parking Lot E.]

FROM: 5:45 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Fall Harvest Event w/ PTO

R ONeill

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.

RETURN TO MS SARNATARO

SEP 29 2015

SCHOOL PERSONNEL USE ONLY

DATE: ~~9/30/15~~ 9/30/15

TO: SCHOOL BUSINESS OFFICE

FROM: J. Banach

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Oct 20

FROM: 6 am/pm TO: 7 am/pm

FOR THE FOLLOWING PURPOSES:

College Planning Night

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.

SEP 24 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9.24.15

TO: SCHOOL BUSINESS OFFICE

FROM: WILBY HIGH

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

NAME OF SCHOOL REQUESTED: Wilby Redirection & LCC room

☐ Auditorium ☐ Gymnasium ☒ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tues & Thursday

10/1 – 12/23 FROM: 2:00 am/pm TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

After School Mentoring Program

Theresa Elton
APPLICANT

MBlue OK

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.



OCT - 5 2015

SCHOOL PERSONNEL USE ONLY

DATE: October 5th, 2015
TO: SCHOOL BUSINESS OFFICE

FROM: Michael Cappiello

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

NAME OF SCHOOL REQUESTED: West Side Middle School

☐ Gymnasium ☐ Swimming Pool Theatre Arts Room(My Classroom)

DATES REQUESTED: Saturday, October 10th, 2015 ------ FROM: 11:00a.m. – 4:30p.m.

10th

FOR THE FOLLOWING PURPOSES: Community Day Rehearsal

Michael J. Cappiello
APPLICANT

Comment [m1]:

Comment [m2]:

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.

Police has been taken care of

#18

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: **Thursday, October 8, 2015 (NEMS)**
BOARD MEETING: **Thursday, October 15, 2015**

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	
REQUESTING WAIVERS:		
Greater Wtby. Youth Symphony Alice Ross	WSMS café, rms.: Saturdays Oct. 17th to June 11th (symphony rehearsals)	($6048.)
East Mt. Sports Assoc. Richard Godsil	Gilmartin gym: Sat. & Sun. 11/7/15-11/29/15 9am-6pm	($3360.)
	W.Cross gym: Sat. & Sun. 11/7/15-3/31/16 9am-6pm	($15,540.)
	Rotella gym: Sat. & Sun. 11/7/15-3/31/16 9am-6pm	($15,540.)
	Generali gym: Sat. 11/7/15-3/31/16 3pm-6pm	($3,192.)
	Generali gym: Sun. 11/7/15-3/31/16 1pm-6pm	($4,536.)
	W.Cross gym: Sat. 10/17 & 10/24/15 12-5pm	($504.)
Long Hill Bible Church Eric Lott	Reed café: Sat., Oct. 31st 12-4pm (Youth Career Day)	($210.)
Bunker Hill Sports Assoc. Nicholas Meglio	WSMS gym: Saturdays 11/14-3/12 12-3pm	($2,688.)
	Bunker Hill gym: Saturdays 11/14-3/12 9:30-1:00pm	($3,024.)
	Carrington gym: Saturdays 11/14-3/12 9:00am-3:00pm	($4,704.)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:		
CT. Girl Scouts Carole Roy	Wilby café: Fri., Dec. 11th 4:30-9:00pm (ginger bread house making party)	
	Wilby café: Fri., April 29th 4:00-9:00pm (scout dance)	
East Mt. Sports Assoc.	Gilmartin gym: 11/9-11/30/15 6-9pm	Mon.,Tues.,Wed.
	Rotella gym: 11/9 – 3/31/16 6-9pm	Monday thru Friday
	W.Cross gym: 11/9 - 3/31/16 5-9pm	Monday thru Friday

Ct. Rivers Boy Scouts Diane Drake	WSMS café & 2 rms.: Oct. to May Mondays 6-9pm (roundtable meetings/cub scouts & boy scouts)
Long Hill Bible Church Eric K. Lott	Reed café: Tues., Oct. 27th 6:30-8:00pm (Youth careers meeting)
NAACP Joyce Petteway	Reed café: Wed., Oct. 28th 6:00-8:00pm (NAACP parents forum)
Bunker Hill Sports Assoc. Nicholas Meglio	Bunker Hill gym: Wed.,Oct.14th and Tues.,Oct.20th 5-8pm (basketball sign-ups) Bunker Hill gym: Nov.9 – Mar. 12 Mon. thru Fri. 5-8pm Carrington gym: Nov.9 – Mar. 12 Mon. thru Fri. 5:30-8:30pm WSMS gym: Mondays Nov.23 – Mar.12 5-9pm

MONIES COLLECTED TO DATE: **$ 22,839.75**

Approved:

Felix M. Rodriguez

Kathleen M. Ouellette, Ed. D.
Superintendent of Schools

These activities are completed and have been billed:

Dancers, Inc.
Triple Threat Dance Group

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

OCT - 5 2015

CONTRACT#

APPLICANT Alice Ross NAME OF ORGANIZATION Greater Wtby Y MCMS Gym

ADDRESS 6008 North Main St (street) Thomaston (city) CT (state) 06787 (zip code) TELEPHONE # 2035097017

SCHOOL REQUESTED Westside MS DATES After 10/15/15 ~~end of Jan~~ encompat. until June 30th ROOM(S) 2 rehearsal spaces + 2 rms add'l

OPENING TIME 6:00 CLOSING TIME 9:30 PURPOSE Rehearsals

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 40

SIGNATURE OF APPLICANT [signature] DATE 10/2/15

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Alice Ross 2035097017

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. AR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($1008.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

Oct. 17 To June 11 Saturdays

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: GUSD

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: 2 rehearsal/movie spaces + 2 rms add'l

DATE(S): 10/17/15 thru 6/11/16 TIMES: 9:00 - 4:30

DATE(S): each Saturday that TIMES:

DATE(S): School is in Session TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

10/2/15
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 6048.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

Book

CONTRACT# OCT - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED Elmentin DATES 11-2 to 11-29-15 ROOM(S) GYM

OPENING TIME 9Am CLOSING TIME 6pm PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OF APPLICANT [signature] DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($3360.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Sat. & Sun.
11-7-15
TO
11-29-15

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: RICHARD GODSL / E.M.A.A

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Gilmartin

DATE(S): Saturday & Sunday 11-7-15 to 11-29-15 TIMES: 9AM - 10PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

10-5-15
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 3360.-	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT# OCT - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED W. CROSS DATES 11-7-15 - 3/31/16 ROOM(S) SAT & SUN GYM

OPENING TIME 9AM CLOSING TIME 6 PM PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT Richard Godsil DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754 5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($15,540.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 1 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

Sat. & Sun.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: RICHAND GOOSE / E.M.A.A

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: W. Cross

DATE(S): Saturdays & Sundays TIMES: 9AM - 4PM

DATE(S): 11-7-15 to 3-31-16 TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

10-5-15
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 15540.00	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT# OCT - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT. 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 11-7-15 - 3-31-16 ROOM(S) GYM

OPENING TIME 9 AM CLOSING TIME 6 pm PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OF APPLICANT [signature] DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR. SERVICE ($15540.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ ✓ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: RICHARD GOSS / E.M.A.A

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Rotella

DATE(S): Saturday + Sunday	TIMES: 9 AM - 4 PM
DATE(S): 11-7-15 - 3-31-16	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

10-5-15
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

Building Usage Fees	Custodial Fees	Security Deposit
$	$ 15,540.00	$

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT# OCT - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED Generali DATES 11-7-15 - 3-31-16 ROOM(S) GYM

OPENING TIME 4 CLOSING TIME PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OF APPLICANT DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR SERVICE $72.00

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.

* Saturday 3-6pm
Sunday 1-6pm

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: RICHARD GOSL / E.M.A.A

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Generali

DATE(S): Saturdays 11-7-15 - 3-31-16 TIMES: 3 - 6 PM 3192

DATE(S): Sundays 11-8-15 - 3-31-16 TIMES: 1 - 6 PM 4504

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

10-5-15
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

Building Usage Fees	Custodial Fees	Security Deposit
$	$ 7728.00	$

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

Book

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# OCT - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED W. CROSS DATES OCT 17 + OCT 24 ROOM(S) GYM

OPENING TIME NOON CLOSING TIME 5 PM PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 25

SIGNATURE OF APPLICANT [signature] DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($504.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 0 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.

Saturdays
Oct. 17
Oct. 24

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: RICHARD GOSS / E.M.A.A

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: W. CROSS

DATE(S): SAT. OCT. 17 TIMES: NOON - 5 PM

DATE(S): SAT. OCT. 24 TIMES: " "

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

10-5-15.
Date

Richard Goss
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 504.- Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

RECEIVED SEP 28 2015

APPLICANT Eric K. Lott NAME OF ORGANIZATION Long Hill Bible Church
ADDRESS P.O. Box 4818 (street) Wtby (city) CT (state) 06704 (zip code) TELEPHONE # 860-250-1912
SCHOOL REQUESTED Reed Sch DATES Oct 31, 2015 ROOM(S) Gym
OPENING TIME Noon CLOSING TIME 4 PM PURPOSE Youth Career Day
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 30
SIGNATURE OF APPLICANT EK Lott DATE 9-28-15
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
(SAME)

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($210.-)
RENTAL FEES:
MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: Long Hill Bible Church Youth board

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Reed School

DATE(S): Sat. Oct. 24th TIMES: noon - 4 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

9-28-15.
Date

EK Lott
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 210.- Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc

ADDRESS 145 Devonwood Drive, Waterbury , CT TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)

SCHOOL REQUESTED WSMS DATES Nov 14 - Mar12 Sat ROOM(S) Gym

OPENING TIME ~~9am~~ 12 CLOSING TIME ~~1pm~~ 3 PURPOSE Basketball

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT DATE 10-6-2015

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($126.00)

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.

Saturdays
12 - 3

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE SCHOOL BUSINESS OFFICE

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

White-Permitiee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Bunker Hill Sports Assoc

Please check below specific item(s):

Building Usage Fees [X] Custodial Fees [X]

SCHOOL/ROOMS REQUESTED: WSMS

DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S): Sat	TIMES: 9am - 1pm

10-6-15
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 2688.- Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc

ADDRESS 145 Devonwood Drive, Waterbury , CT TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bunker Hill DATES Nov 14-Mar12 Sat ROOM(S) Gym

OPENING TIME 9:30am CLOSING TIME 1pm PURPOSE Basketball

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS CHILDREN

SIGNATURE OFAPPLICANT DATE 10-6-2015

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($3024.

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. Saturdays

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Bunker Hill Sports Assoc

Please check below specific item(s):

Building Usage Fees [X] Custodial Fees [X]

SCHOOL/ROOMS REQUESTED: Bunker Hill / Gymnasium

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): Sat TIMES: 9am - 1pm

10-6-2015
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 3024.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc.

ADDRESS 145 Devonwood Drive , Waterbury CT 06708 TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)

SCHOOL REQUESTED Carrington DATES Nov 14th - March 12th SAT ROOM(S) GYM

OPENING TIME 9am CLOSING TIME 3:00pm PURPOSE Basketball

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT [signature] DATE 10-6-15

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

BHSA Coaches

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. [initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/hr plus 1 HR service ($47.04)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE X YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

Saturdays

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: Bunker Hill Sports Association

Please check below specific item(s):

Building Usage Fees [X] Custodial Fees [x]

SCHOOL/ROOMS REQUESTED: Carrington / Gymnasium

DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S): Sat	TIMES: 9am - 3pm

10-6-2015
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 4704.-	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

OCT - 2 2015

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

APPLICANT Carole Ray NAME OF ORGANIZATION Girl Scouts

ADDRESS 4 Mountain Laurel Dr. Wtby 06704 TELEPHONE # 203-510-0082
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby High School DATES 12/11/15 ROOM(S) Cafeteria

OPENING TIME 4:30PM CLOSING TIME 9:00pm PURPOSE Ginger Bread House Making party

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100

SIGNATURE OFAPPLICANT Carole M Ray Cam-Trustee DATE 9/29/15

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *
Carole Ray 4 Mountain Laurel Dr., Wtby, CT 06704 203-510-0082

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. CR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

Wilby Cafe 12-11-15 Friday

APPROVAL DATE SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

FROM : FAX NO. : Oct. 02 2015 10:06AM P2

OCT - 2 2015

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

APPLICANT Carole Ray NAME OF ORGANIZATION Girl Scouts

ADDRESS 4 Mountain Laurel Dr. Wby CT TELEPHONE # 203-510-0082
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby/Carrington DATES 4/29/16 ROOM(S) cafeteria

OPENING TIME 4:00PM CLOSING TIME 9pm PURPOSE Dad Dance

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100

SIGNATURE OF APPLICANT Carole M Ray, Connecticut DATE 9/30/15

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Carole Ray, 4 Mountain Laurel Dr Wby, CT 203-510-0082

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. CM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ? YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Wilby Carrington
4-29-16
Friday

Book

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# 007 - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT. 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES 11-9-15 - 11-30-15 ROOM(S) GYM

OPENING TIME 6pm CLOSING TIME 9pm PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT [signature] DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Mon, Tues, Wed.

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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# OCT - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 11-9-15 - 3-31-16 ROOM(S) GYM

OPENING TIME 6pm CLOSING TIME 9pm PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OF APPLICANT DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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# OCT - 5 2015

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320
(street) (city) (state) (zip code)

SCHOOL REQUESTED W. Cross DATES 11-9-15 - 3-31-16 ROOM(S) GYM

OPENING TIME 5pm CLOSING TIME 9pm PURPOSE BASKETBALL

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OF APPLICANT [signature] DATE 10-5-15

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ ✓ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

monday thru Friday

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

SEP 29 2015

CONTRACT#

APPLICANT Diane Drake NAME OF ORGANIZATION Connecticut Rivers Boy Scout Council

ADDRESS 140 Darlin St E. Hartford, CT TELEPHONE # 203-341-2929
(street) (city) (state) (zip code) 06108

SCHOOL REQUESTED Westside Middle School DATES 10/5, 11/2, 12/7/2015 ROOM(S) Cafeteria + 2 classrooms

OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Roundtable (Cub Scouts + Boy Scouts)

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60-80 CHILDREN 10

SIGNATURE OF APPLICANT Diane Drake DATE 29 Sept. 2015

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

Same.

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

See ATTACHED

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

Mondays

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: 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 SHALL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

APPLICANT/ORGANIZATION: Diane Drake / CT Rivers Council BSA

Boy Scouts

SCHOOL/ROOMS REQUESTED: Cafeteria + 2 classrooms

DATE(S): Oct 5, 2015 TIMES: 6pm-9pm

DATE(S): Nov 2, 2015

DATE(S): Dec 7, 2015

DATE(S): Jan 4, 2016

DATE(S): Feb 1, 2016

DATE(S): Mar 7, 2016

Apr 4, 2016 May 2, 2016

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

APPLICANT Eric K. Lott NAME OF ORGANIZATION Long Hill Bible Church
ADDRESS P.O. Box 4618 (street) Wtby (city) CT (state) 06704 (zip code) TELEPHONE # 860-250-1912
SCHOOL REQUESTED Reed Sch DATES Oct. 27 2015 ROOMS Cafe Tues.
OPENING TIME 6:30 CLOSING TIME 8 pm PURPOSE Youth Careers Mtg.
ADMISSION (IF ANY) — CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 10
SIGNATURE OF APPLICANT E K Lott DATE 9-30-15
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
(SAME)

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE / YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

Jim Monroe Pres.

CONTRACT# OCT - 5 2015

APPLICANT Joyce Petteway NAME OF ORGANIZATION NAACP

ADDRESS 250 Wood ST WBY CT 06704 TELEPHONE # 203-768-6403
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed School DATES 10-28-15 ROOM(S) CAFETORIUM

OPENING TIME 6:00pm CLOSING TIME 8:00pm PURPOSE NAACP PARENTS FORUM

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75-100 CHILDREN

SIGNATURE OF APPLICANT Joyce Petteway DATE 10-5-15
Chair Education Comm.

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

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc

ADDRESS 145 Devonwood Drive, Waterbury , CT TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bunker Hill DATES Wed Oct14 & Tues Oct 20th ROOM(S) Gym

OPENING TIME 5pm CLOSING TIME 8pm PURPOSE Basketball Sign Ups

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN 4

SIGNATURE OFAPPLICANT DATE 10-6-15

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

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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Oct. 14
&
Oct. 20

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc

ADDRESS 145 Devonwood Drive, Waterbury , CT TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bunker Hill DATES Nov9-Mar12 Mon-Fri ROOM(S) Gym

OPENING TIME 5pm CLOSING TIME 8pm PURPOSE Basketball

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT DATE 10-6-15

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

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SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Monday To Friday

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

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

(Nov 12th - no use)

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

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc.

ADDRESS 145 Devonwood Drive , Waterbury CT 06708 TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)

SCHOOL REQUESTED Carrington DATES Nov 9th - March 12th Mon-Fri ROOM(S) GYM

OPENING TIME 5:30 pm CLOSING TIME 8:30pm PURPOSE Basketball

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT DATE 10-6-15

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

BHSA Coaches

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE X YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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Monday
Tues.
Friday

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

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

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc

ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)

SCHOOL REQUESTED WSMS DATES MON Nov 9-Mar 12 ROOM(S) Gym

OPENING TIME 5pm CLOSING TIME 9pm PURPOSE Basketball

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT [signature] DATE 10-6-2015

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

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. [initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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Mondays
11-23-15 -
3-12-16

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

#19c

McPherson

EDUCATION

Waterbury Public Schools
Early Childhood Education Program

Pre-K Bus Driver

General Statement of Duties: Work under the supervision of the Transportation Coordinator and the Supervisor of the Early Childhood Education Program. Ensure that Pre-K students are transported to and from school in a safe manner.

Specific Examples of Duties: Transport students to and from school and other school related activities; deliver supplies and correspondence to and from centers; inventory and maintain supply room; fill supply orders; prepare reports and attend staff meetings; maintain order on the bus and ensure safety standards are followed; perform detailed inspection of vehicle including tires, brakes, windshield wipers, lights, oil, fuel and water supply; also check on emergency/safety equipment and perform other duties as assigned.

Qualifications: Current State of Connecticut CDL with passenger endorsement, and school bus endorsement and a clean driving history; minimum of two years experience; ability to interact with young children, parents, and staff members; pleasant personality; punctual and responsible.

Work Year/Hours of Work: 10 months, 35 hours per week.

Salary: Starting pay - $13.01 per hour
After 6 months - $13.53 per hour
After 1 year - $14.94 per hour

Benefits: This is a union position, with fringe benefits and salary governed by labor agreement between the Board of Education and the Service Employees International Union.
This is a grant funded position that only exists as long as funds are available.
Please submit a cover letter, Non-Certified Application, 3 reference letters and a copy of your current State of Connecticut CDL to:

James A. Murray, PHR
Personnel-Education
236 Grand Street
Waterbury, CT 06702

Closing: 09/18/2015

WATERBURY PUBLIC SCHOOL DISTRICT
236 GRAND STREET, WATERBURY, CT 06702
APPLICATION FORM
FOR NON-CERTIFIED POSITIONS

Position Applied For:

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name M CPherson (Last) James Jr (First) A (M. I.)

Address 1462 (No.) Meriden Rd (Street) apt-1 Home Phone (203) 527-3151

City, State, Zip Waterbury, CT 06705 Work Phone (203) 568-3270

Mailing Address

(If different from above _____

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"
GIVE DETAILS IN SPACE BELOW

Are you eligible to work in the United States?	Yes ☑	No ☐
Have you ever been dismissed from employment for cause? If so, explain and state which jobs below.	Yes ☐	No ☑
Have you ever been convicted of an offense against the law (including military offenses), are you now under charges of any offense against the law? If your answer is "Yes," give details below, Show: date, charge, place, court and disposition. NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.	Yes ☐	No ☑

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

James A MCPherson Jr.

EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

PRESENT OR LAST EMPLOYER

James A McP ALL Star Trans. (203) 597-1412
Name of Employer Phone

Address City State Zip

Dates of Employment: From (Mo/Yr) 06/15	Title of Position: DRIVER — Name and Title of Supervisor: Leslie
To (Mo/Yr) still Employed	Description of Duties, Responsibilities, and *Significant* Accomplishments: pick-up and drop off - students to And From School
Salary: Starting $15.20	
Ending $15.20	
No. of Hours Worked Weekly: 33	Reason for Leaving: better opportunity

PRIOR EMPLOYER

Department of Correction (203)
Name of Employer Phone

Address City State Zip

Dates of Employment: From (Mo/Yr) 6-90	Title of Position: Correction Officer — Name and Title of Supervisor
To (Mo/Yr) 6-14	Description of Duties, Responsibilities, and *Significant* Accomplishments: maintain Safety and Security in institution
Salary: Starting $22.00	
Ending $29.00	
No. of Hours Worked Weekly: 35 hrs	Reason for Leaving: Retired

PRIOR EMPLOYER

Name of Employer _____ ( ) Phone _____

Address _____ City _____ State _____ Zip _____

Dates of Employment: From (Mo/Yr)	Title of Position	Name and Title of Supervisor
To (Mo/Yr)	Description of Duties, Responsibilities, and *Significant* Accomplishments	
Salary: Starting		
Ending		
No. of Hours Worked Weekly:		
	Reason for Leaving	

EDUCATION

Indicate Last Grade Completed	Name and Address of High School Last Attended	Date of Graduation or G.E.D. Awarded
12	Crosby High	1986

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
TCI	TCI	8-1-89		Welding	

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

How did you learn of the employment opportunity for which you are applying?

Newspaper ☐ Radio ☐ Job Service ☐ Current Employer ☐ Job Posting ☐ Professional Journal ☐ Other employee Posting

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☐ White ☐ Black ☑ Asian (Pacific Islander) ☐ Hispanic ☐ Native American ☐

Male ☑ Other (specify) _____

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date 9-18-15 Signature James A McPherson Jr.

Waterbury Public Schools

Rosado

236 Grand Street, Waterbury, Connecticut 06702

(2) CROSBY HIGH SCHOOL
BEHAVIOR TECHNICIAN
JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

The Behavior Technician focuses on responding to repeated Level 1 Behavior and Level 2 Behaviors. Implement a positive behavior management system in order to increase student behavior and academic skills. The management of the behavior system includes, but is not limited to: collecting and tracking of data pertaining to students and school wide patterns, the training of staff in de-escalation strategies, implementation of positive behavior plans/climate plans and general climate improvement.

SPECIFIC EXAMPLES OF DUTIES:

1. Collaborate and coordinate with the building administrator in the early intervention of behavioral issues and de-escalation of students in crisis
2. Review and respond to level 1 and level 2 referrals
3. Facilitate in obtaining resources related to the flow of students removed from the class or school
4. Implements the Safe School and Positive Climate Handbook
5. Work closely with all constituents to correct discipline problems as they occur
6. Provide students with strategies and skills to meet expected behavioral and academic requirements
7. Review and report on referrals, bullying and other data
8. Be the first responder to assist staff members with students' misguided behavior
9. Communicate policies and protocols to families and staff
10. Incorporate PBIS standard and framework into classroom and individual behavioral management strategies and recommendations
11. Perform other duties as assigned by the building principal

MINIMUM QUALIFICATIONS:

1. Bachelor's Degree from an accredited college, preferred; associate degree required
2. Certification in Physical Management Training procedures preferred
3. Experience in an urban school district and/or a multi-cultural environment

SALARY/BENEFITS/WORK YEAR:

Salary $27.74 per hour (school year)

This is a non-union, grant funded position that exists as long as funds are available.

Please submit letter of intent, resume, non-certified application, transcripts and 3 letters of reference to:

James A. Murray, PHR
Education-Grants Human Resources
236 Grand Street
Waterbury, CT. 06702

Closing Date: 08/10/2015

RECEIVED
1 0 2016
EDUCATION-PERSONNEL

WATERBURY PUBLIC SCHOOL DISTRICT
236 GRAND STREET, WATERBURY, CT 06702

APPLICATION FORM
FOR NON-CERTIFIED POSITIONS

Position Applied For: Crosby High School Behavior Technician

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name Rosado (Last) Debra (First) L. (M. I.)

Address 50 (No.) Shirley St. #6 (Street) Home Phone (203) 577-9164

City, State, Zip Waterbury, CT 06708 Work Phone (860)441-2997

Mailing Address (If different from above Same

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"
GIVE DETAILS IN SPACE BELOW

Are you eligible to work in the United States? Yes ☑ No ☐

Have you ever been dismissed from employment for cause? Yes ☐ No ☑
If so, explain and state which jobs below.

Have you ever been convicted of an offense against the law (including military offenses), are you now under charges of any offense against the law? Yes ☐ No ☑
If your answer is "Yes," give details below, Show: date, charge, place, court and disposition.
NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)

Does Not Apply

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.
Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

PRESENT OR LAST EMPLOYER

CT Army National Guard 1109th TASMG (860)441-2997
Name of Employer Phone

Address	City	State	Zip

Dates of Employment: From (Mo/Yr)	Title of Position	Name and Title of Supervisor
7/2013	Human Resources Specialist	LTC Burnside, Facility Commander
To (Mo/Yr) Current	Description of Duties, Responsibilities, and *Significant* Accomplishments • Plan, organize, and administer the Military Personnel Program for the organization	
Salary: Starting $39246	• Track Time & Attendance of Employees on a daily basis utilizing Microsoft Excel	
Ending $39246	• Process payroll and resolve pay related issues in Defense Civilian Pay System	
	• Provide guidance on benefits and entitlements, educational opportunities, incentives and bonuses	
No. of Hours Worked Weekly: 40	• Coordinate with the Human Resources Office for actions affecting military leave, the recruitment of new hires, reassignment of full-time employees, retirement and workman's compensation	
	Reason for Leaving Still Employed/Seeking a Position closer to home	

PRIOR EMPLOYER

The Connection Inc. (860) 343-5500
Name of Employer Phone

211 Schraffts Dr. Waterbury CT 06708
Address City State Zip

Dates of Employment: From (Mo/Yr)	Title of Position	Name and Title of Supervisor
7/2011	Supportive Housing Case Manager/Housing Development Specialist Supervisor: Henry Fredericks (Hartford)	
To (Mo/Yr) 5/2015	Description of Duties, Responsibilities, and *Significant* Accomplishments • Developed safe affordable housing through research and collaboration with property owners	
Salary: Starting $38,000	• Provided assessment and intensive home based case management to families in reunification	
Ending $40,000	• Ensured the safety and well-being of children through advocacy and monitoring of progress	
	• Effectively empowered and met the needs of families through motivational interviewing	
No. of Hours Worked Weekly: 40		
	Reason for Leaving Attained Full-Time Army Position	

PRIOR EMPLOYER

New Opportunities Inc. (860)482-9749
Name of Employer Phone

138 Migeon Ave. Torrington CT 06790
Address City State Zip

Dates of Employment: From (Mo/Yr)	Title of Position	Name and Title of Supervisor
9/09	Family Economic Security Case Manager	Maria Gonzalez, Branch Manager

To (Mo/Yr)	Description of Duties, Responsibilities, and *Significant* Accomplishments
10/10	◦ Delivered outreach and engagement to homeless population and families facing eviction
Salary: Starting $35,000	◦ Expedited rapid re-housing services and landlord negotiations to resolve housing issues
Ending $35,000	◦ Partnered with families to develop goals and identify strategies to resolve housing issues
	◦ Facilitated group instruction on financial education and asset development
No. of Hours Worked Weekly:	
	Reason for Leaving

EDUCATION

Indicate Last Grade Completed	Name and Address of High School Last Attended	Date of Graduation or G.E.D. Awarded
12	J.F Kennedy High School 422 Highland Ave. Waterbury, CT 06708	June, 1997

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
CCSU	1615 Stanley St. New Britain, CT	5/2004	122	BA	Psychology/Spanish

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

SCSU- Candidate for MA in School Counseling-30 Credits

Army Basic Combat Training-Completed November 16, 2013

Army Advanced Individual Training in Human Resources-Completed March 26, 2015

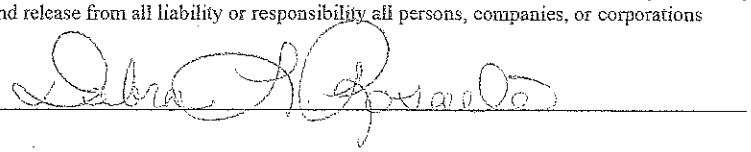
How did you learn of the employment opportunity for which you are applying?
Newspaper ☐ Radio ☐ Job Service ☐ Current Employer ☐ Job Posting ☐ Professional Journal ☐ Other _____

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☑ White ☐ Black ☐ Asian (Pacific Islander) ☐ Hispanic ☑ Native American ☐

Male ☐ Other (specify) _____

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.
I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date 8/7/15 Signature 

James A. Murray
Personnel-Education
236 Grand St.
Waterbury, CT 06702

August 6, 2015

Dear Mr. Murray,

I am writing to express my enthusiastic interest as Behavior Technician for Crosby High School. As a product of the Waterbury Public School System and seasoned Service Provider for children in the Waterbury Community, I am confident that I am the right individual for the job.

With almost 10 years experience coordinating services, counseling and developing programs for children and families, I bring with me an empathetic, responsive and innovative approach. With a vested interest in my community, I am well aware of the positive happenings occurring in this city, along with the deep-rooted issues our efforts must continuously attempt to resolve.

As outlined in my resume, I have a Bachelor's degree in Psychology and have taken Master's level courses in Counseling. I have counseled children at the CT Junior Republic, developed Educational Programs at Woodrow Wilson School and housed families facing eviction or under-going reunification for the Connection Inc. This experience combined with my membership to the CT National Guard thoroughly equips me for a position in which assessment, preventative measures and immediate de-escalation and stabilization techniques are key to success.

Given the opportunity, I will prove to be a dedicated employee who is competent in the areas deemed necessary to fulfill the mission of this position. I hope to meet in person so that I may further elaborate on my skills and qualifications. I can be reached at (203)577-9164.

Respectfully,

Debra L. Rosado

Debra L. Rosado

Debra L. Rosado
50 Shirley St. Apt. #6
Waterbury, CT 06708
(203)577-9164

OBJECTIVE

To obtain a rewarding career, where I can utilize my education, skills and experience to grow professionally and serve as an asset to my organization

MILITARY

Human Resources Advanced Individual Training - *Fort Jackson, South Carolina*, 2015
Basic Combat Training - *Fort Sill, Oklahoma*, 2013

EXPERIENCE

Army National Guard, Groton, CT – Human Resources Assistant, March 2015-Present

- Plan, organize, and administer the Military Personnel Program for the organization
- Track Time & Attendance of Employees on a daily basis utilizing Microsoft Excel
- Process payroll and resolve pay related issues in Defense Civilian Pay System
- Provide guidance on benefits and entitlements, educational opportunities, incentives and bonuses
- Coordinate with the Human Resources Office for actions affecting military leave, the recruitment of new hires, reassignment of full-time employees, retirement and workman's compensation

The Connection, Waterbury, CT – *Supportive Housing Case Manager/Housing Associate*, 2011-2015

- Developed safe affordable housing through research and collaboration with property owners
- Provided assessment and intensive home based case management to families in reunification
- Ensured the safety and well-being of children through advocacy and monitoring of progress
- Effectively empowered and met the needs of families through motivational interviewing

New Opportunities, Torrington, CT – *Family Economic Security Case Manager*, 2009-2010

- Delivered outreach and engagement to homeless population and families facing eviction
- Expedited Rapid Re-Housing services and landlord negotiations to resolve housing issues
- Partnered with families to develop goals and identify strategies towards economic stability
- Facilitated group instruction on financial education and asset development

Wilson School, Waterbury, CT – *Family Resource Center Coordinator*, 2007-2009

- Surveyed needs of school and community via parent contact and family questionnaire
- Adopted marketing strategies to encourage family participation and community involvement
- Recruited teachers, staff and sponsors to implement successful family educational programming
- Oversaw all FRC operations, fiscal management and compliance with state standards

Connecticut Junior Republic, Waterbury, CT- *Diversion Counselor*, 2006-2007

- Conducted group, individual and family counseling
- Administered psychological, vocational and educational screenings and assessments
- Performed crisis interventions and referrals as needed
- Attended school and community activities

EDUCATION

Central Connecticut State University, *New Britain, CT*
Bachelor of Arts in Psychology-2004, GPA: 3.4

Bunnie M. Zegley
827 Oronoke Road
Unit 1-5
Waterbury, CT 06708
203-805-4242 (H)
203-510-9547 (C)

September 4, 2015

Dear Mr. Murray:

Attached please find my application, resume, and three letters of reference for the currently open Secretary II position within the Medicaid Office. I am very interested in this position as I believe I can be a valuable asset to your office. I possess strong multi-tasking and time management skills and the ability to deal with the public in a professional manner whether on the phone or in person.

I appreciate your consideration of the enclosed documents and look forward to hearing from you.

Thank you,

Bunnie Zegley

WATERBURY PUBLIC SCHOOL DISTRICT
236 GRAND STREET, WATERBURY, CT 06702
APPLICATION FORM
FOR NON-CERTIFIED POSITIONS

Position Applied For:

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name Zegley, Bunnie M
(Last, First, M.I.)

Address 827 Oronoke RD #1-5 (No. Street) Home Phone (203) 805-4242

City, State, Zip Waterbury, CT 06708 Work Phone (203) 510-9547

Mailing Address

(If different from above)

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"
GIVE DETAILS IN SPACE BELOW

Are you eligible to work in the United States?	Yes ☒	No ☐
Have you ever been dismissed from employment for cause? If so, explain and state which jobs below.	Yes ☐	No ☒
Have you ever been convicted of an offense against the law (including military offenses), are you now under charges of any offense against the law?	Yes ☐	No ☒

If your answer is "Yes," give details below, Show: date, charge, place, court and disposition.
NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

PRESENT OR LAST EMPLOYER

City of Wby - Wby Arts Magnet School 203 573-6300
Name of Employer Phone

116 South Elm St. Waterbury, CT 06706
Address City State Zip

Dates of Employment: From (Mo/Yr)	Title of Position / Name and Title of Supervisor
April 2015	Main office Secretary.
To (Mo/Yr)	Description of Duties, Responsibilities, and *Significant* Accomplishments
Sept. 2015	-Answer high volume of phones, screen & direct all inquires,
Salary: Starting	-data Entry, use Fax, Copier, & other office Equipment.
Ending	-Maintain student records/files on paper & Computer.
	-type Memos, Letters & other assignments.
No. of Hours Worked Weekly:	-greet parents & students & assist admin-team
35.	Reason for Leaving temp. Job..

PRIOR EMPLOYER

CancerCare/CancerCare Copay. ( )
Name of Employer Phone

New York, NY
Address City State Zip

Dates of Employment: From (Mo/Yr)	Title of Position / Name and Title of Supervisor
2009	Awards Determination Specialist
To (Mo/Yr)	Description of Duties, Responsibilities, and *Significant* Accomplishments
2011	-Daily review of applications, high volume of calls,
Salary: Starting $20 -	-train new staff, & troubleshoot situations,
Ending $22	-use all office equipment
	-Handle Classified Material
No. of Hours Worked Weekly: 35	
	Reason for Leaving had a baby.

PRIOR EMPLOYER

Nat'l Org. for Rare Disorders 203 744 0100
Name of Employer Phone

55 Kenosia Ave Danbury CT 06810
Address City State Zip

Dates of Employment: From (Mo/Yr)	Title of Position / Name and Title of Supervisor
2001	Manager / Program Coordinator
To (Mo/Yr) 2009	Description of Duties, Responsibilities, and *Significant* Accomplishments
Salary: Starting 13.00	-oversee medication program, train new staff,
Ending 20.00	-liaison between pharm. companies & patients.
	-team management, data Entry
No. of Hours Worked Weekly: 35	
	Reason for Leaving get new job offer in My Career.

EDUCATION

Indicate Last Grade Completed	Name and Address of High School Last Attended	Date of Graduation or G.E.D. Awarded
Some college	Hartford college for women - recd Diploma from High School	

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
	Rockhurst Univ.	2008		Comm. Sup. training.	

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

How did you learn of the employment opportunity for which you are applying?
Newspaper ☐ Radio ☐ Job Service ☐ Current Employee ☒ Job Posting ☒ Professional Journal ☐ Other _____

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☒ White ☒ Black ☐ Asian (Pacific Islander) ☐ Hispanic ☐ Native American ☐

Male ☐ Other (specify) _____

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.
I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date 9/4/15 Signature B. Cooley

BUNNIE ZEGLEY
827 Oronoke Rd, unit 1-5
Waterbury, CT 06708
(203) 805-4242
jamesbunnie@yahoo.com

OBJECTIVE

To obtain a position in the administrative field that will utilize and further develop the skills acquired through my education and work experience.

PROFILE

Well-organized, personable individual with a demonstrated history of dependability. With over ten years experience in positions requiring customer service skills, data entry, staff management, and client relations. Self-motivating, detail orientated, and sound organizational abilities. Excellent communication and interpersonal skills; interface effectively with upper management and staff. Adept in working independently as well as in a team environment.

WORK EXPERIENCE

2009-2011
CancerCare, Inc/CancerCare Co-Payment Assistance Found.
New York, NY

Awards Determination Specialist

Daily review of applications, high volume of customer service calls, assist in difficult calls, new staff training, troubleshoot situations with calls, applications and office equipment, process payments for clients co-payments, respond to clients/health professionals emails/faxes and report to Director of Co-Payment Assistance with concerns and requests.

2001-2009
National Org. For Rare Disorders Inc.
Danbury, CT

Manager/Program Coordinator

Oversaw medication and co-payment assistance programs which included data entry, application review, liaison between participating pharmaceutical companies and patients as well as participate in weekly progress meetings. High volume of customer service calls, team management and new staff training. Reported to Director of Patient Services with weekly concerns, reports and sponsor requests.

1999-2001
Law Offices of Riefberg, Smart, Donohue & NeJame
Danbury, CT

Legal Assistant/Receptionist
Assisted lawyers with client issues and office management. Skills included, but were not limited to greeting clients, receptionist, filing, retrieving and closing out client files and assisting with daily office activities.

1998-1999
Village Bank & Trust Company
Danbury, CT

Operations Department
Processed wire transfers, telephone requests, check processing and proofing on a daily basis. Maintained customer accounts, filing and information changes as well as problem solving on customer issues.

EDUCATION

Graduate of Shepaug Valley High School – Class of 1994
Washington, CT
Diploma

Attended Hartford College for Women – 1995 to 1996
Hartford, CT

New Milford Hospital Community CPR – 2009
CPR/AED Certified

Rockhurst University – 2008
Communications and Supervisor Training

EXPERIENCE

Programs:
Microsoft Word, Microsoft Excel, Microsoft Outlook, Internet Explorer

General:
Data Entry, Filing, Customer Service, Staff/Team Management, Knowledge of ICD-9 Codes

#19f
Add

Adult Education appointments effective October 19, 2015:

NAME		POSITION	HRS/RATE
PIP I-BEST (Federal Grant)			
Lombardo	Debra	C.N.A. Instructor	9 hrs p/wk @ $32.00 p/hr
Certified Nursing Assistant (Tuition Based)			
Flynn	Margaret	C.N.A. Instructor	9 hrs p/wk @ $32.00 p/hr

Communications



Packet week ending 10/6/15

September 18, 2015

Dr. Kathleen M. Oullette

Superintendent of Schools

236 Grand St

Waterbury, CT 06702

Dear Dr. Oullette,

As parents of sixth, seventh, and eighth graders, we are writing to express our concern about the lack of busing provided by Waterbury to Thomas Edison Middle School in Meriden, CT. As you are aware, approximately 25 students from Waterbury currently attend Thomas Edison Middle School in Meriden, CT through Parent Choice. The Thomas Edison Middle School provides a viable alternative for our children. Thomas Edison is an inter district magnet school focusing on Science, Technology and Math. Currently, Waterbury does not have a STEM middle school for its residents.

Collectively, we have organized a carpooling system with the hopes that a bus will be provided for our children. As residents and taxpayers of Waterbury, your assistance would be greatly appreciated.

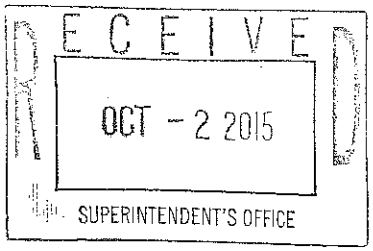
Thank you for your attention to this matter. Please contact us to confirm that you have received this letter and to inform us of the action you plan to take.

Sincerely,

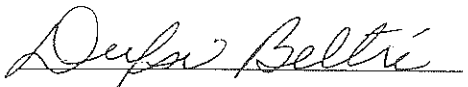
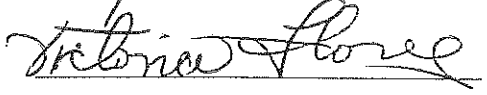
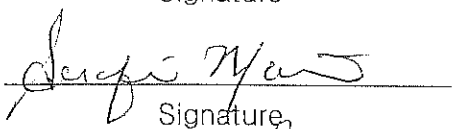
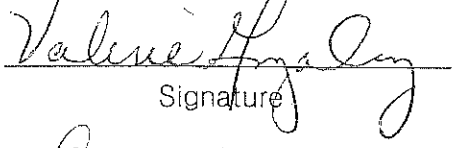
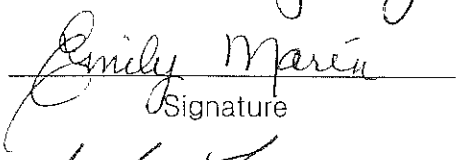
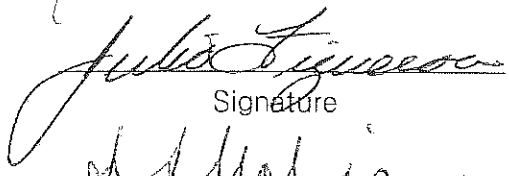
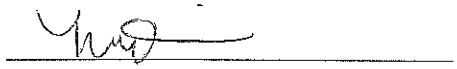
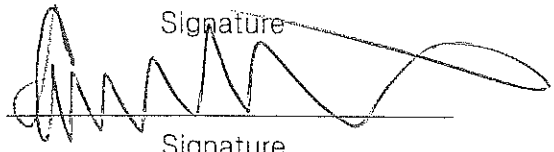
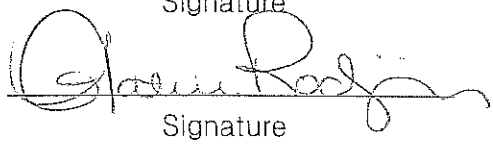
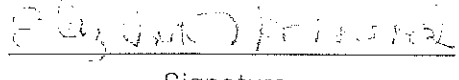
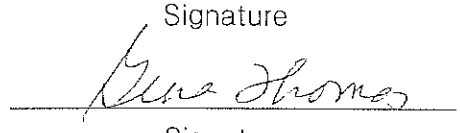
See attached

Waterbury Parents of TEMS Students

cc Board of Ed



Signatures

Printed Name	Signature
Deysi Beltré	
Victoria Flores	
Serafin Marin	
Valerie Gonzalez	
Emily Marin	
Julio Figueroa	
Shanina Molinari	
Natasha Robinson	
Laura L. Smith	
Fatima Rodrigues	
Elizabeth Nazario	
Gina Thomas	
Nina April	