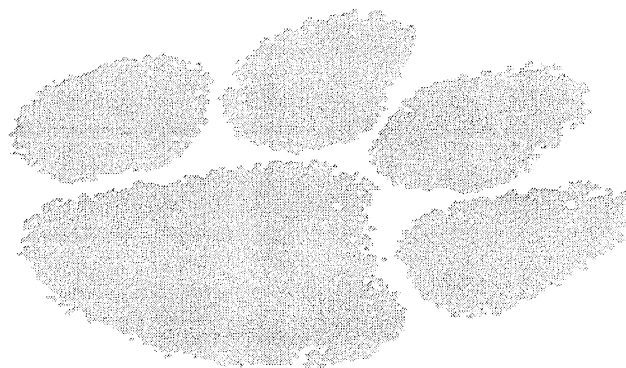


#1  
Distributed  
6/12/15

# B.W. Tinker Elementary School



V

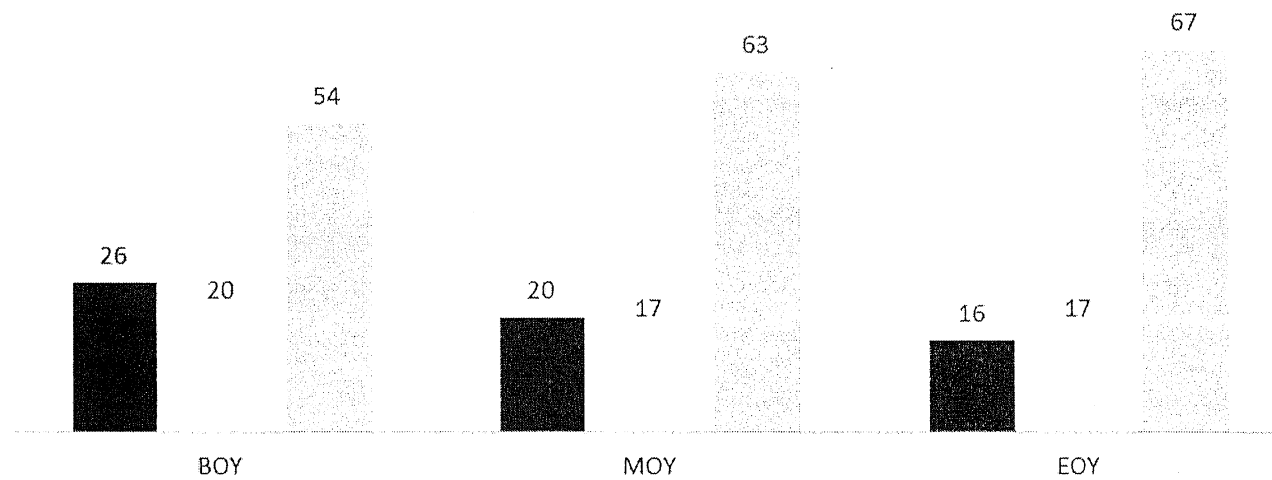
# Student Learning Objective # 1

- 65% of B.W. Tinker School students in grades K-5 who were administered mClass in the Fall of 2014 will advance in reading proficiency from 54% to 65% on Benchmark, as measured by the results of the Spring administration of mClass.

# Tinker School mClass

## Total EOY Growth or Maintained Benchmark 74%

■ Red ■ Yellow ■ Green

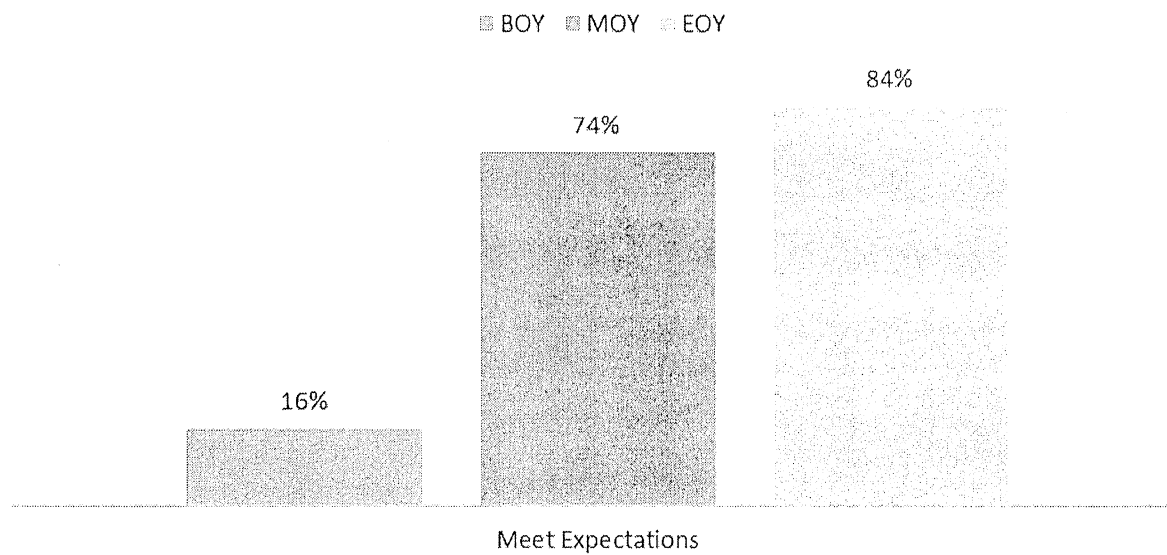


# Student Learning Objective # 2

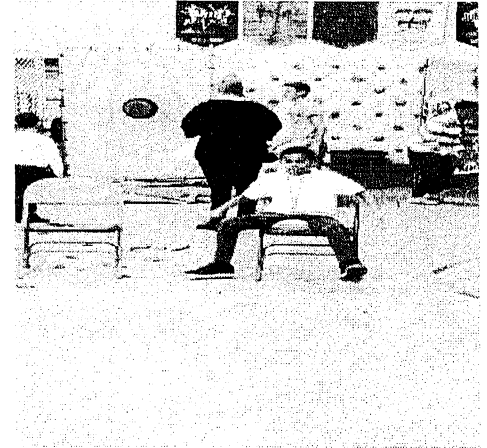
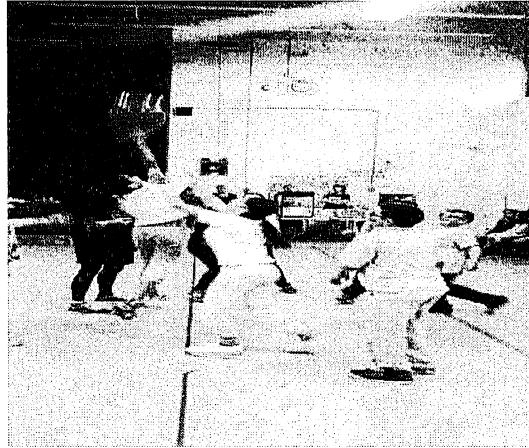
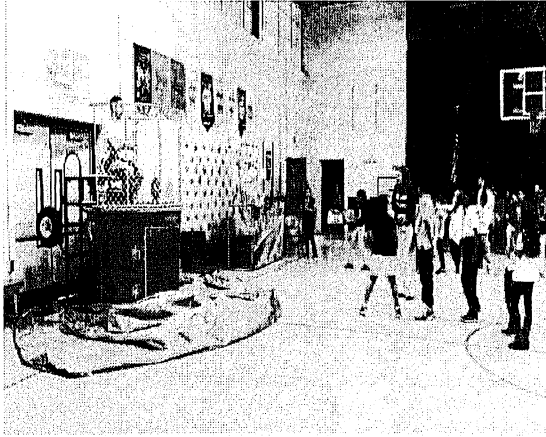
- 65% of students in grades K-5, that have been enrolled at B.W. Tinker School from October 1, 2014 to May 31, 2015 will demonstrate improved procedural fluency, conceptual understanding, and productive disposition towards mathematics by advancing at least one level of growth or maintaining “Meets Expectations”, on the EOY district created common formative assessment through the implementation of Mathematical Practices 2,3,4, and 7.



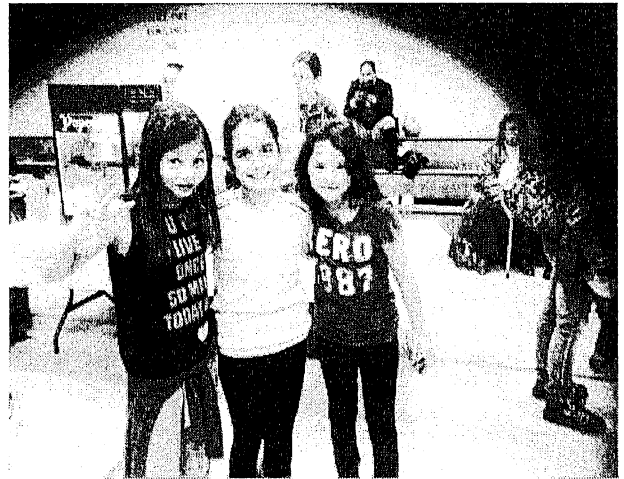
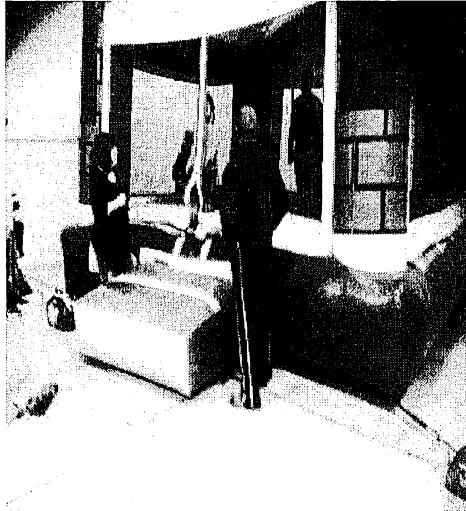
# Tinker School Math CFAs Total EOY Growth or Maintained "Meets Expectations



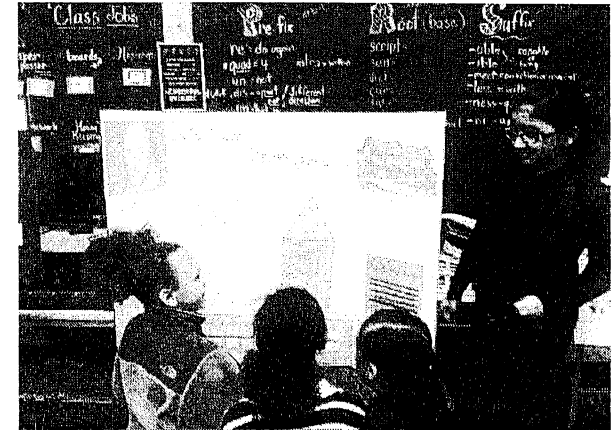
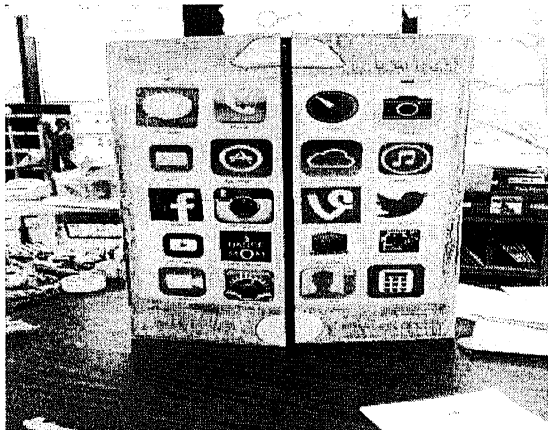
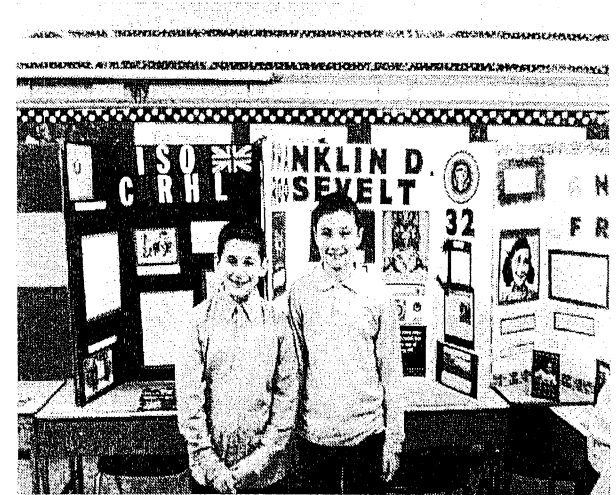
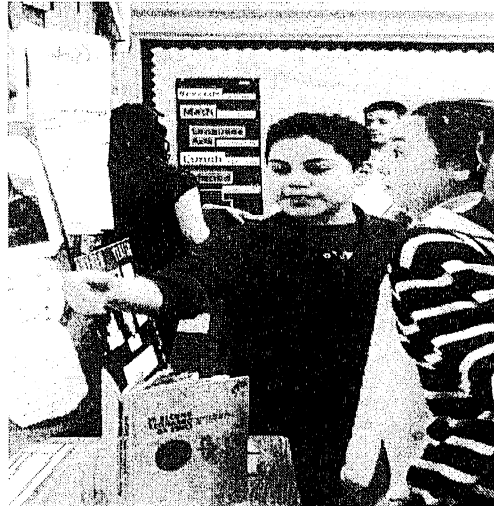
# PBIS Carnival



# Fall Festival



# Grade 5 Biography Presentations

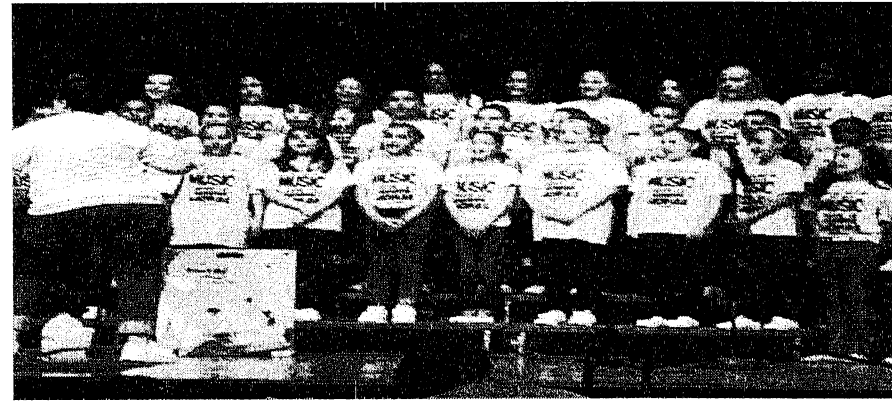
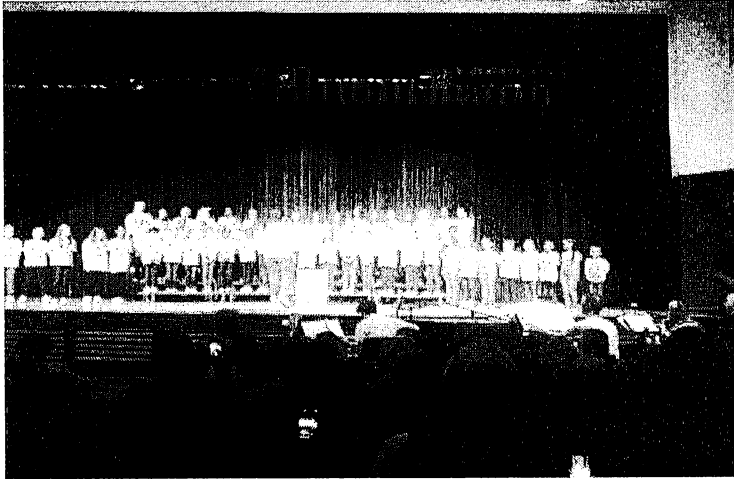


# ESL Potluck Dinner



# Chorus Concert

Fundraiser for Alex's Lemonade Stand





# CAS Art and Music Award Banquet



# Dr. Ouellette's Visit

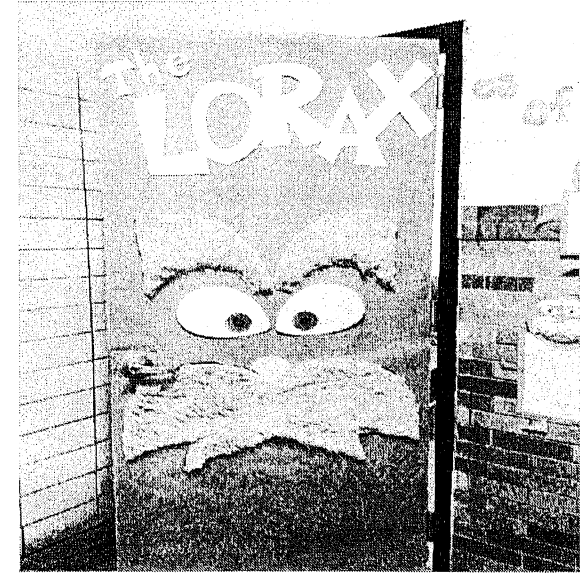
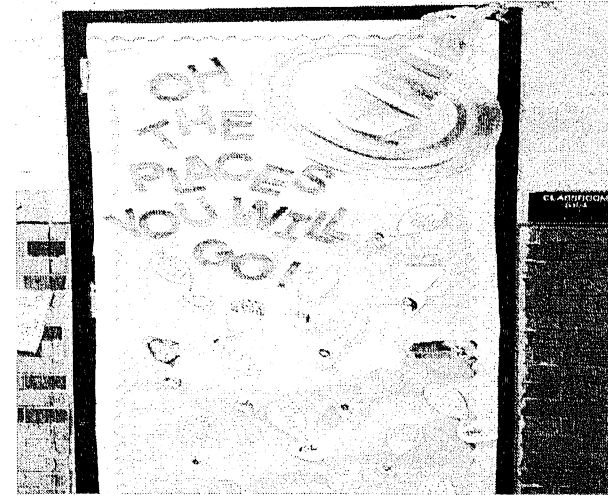
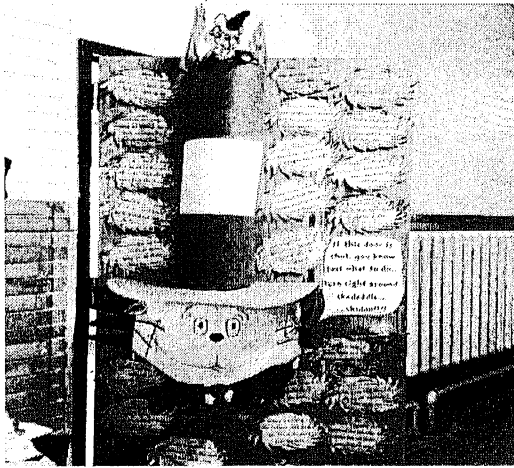




# The Gathering



# Dr. Seuss Door Decorating





# GEAR UP 2015 YEAR in REVIEW



# GEAR UP MENTORING

- Classroom presentation model
- Technology driven curriculum
- Pillars: Resiliency and Grit

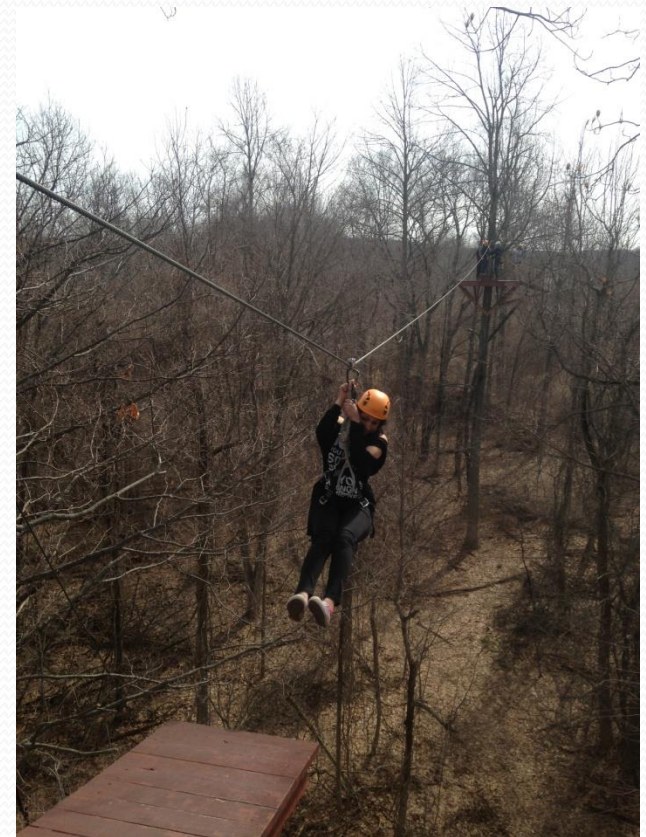


	2013-2014	2014-2015
<b>Students Mentored</b>	1,510	2,008
<b>Mentoring Hours</b>	10,717	21,173



# *EARLY INTERVENTION PROGRAM*

- Incoming 9<sup>th</sup> Grade Students
- Identifiers:
  - Math and ELA grades
  - Attendance
  - Referrals
  - Age
- Services
  - Report card – Kennedy, Wilby
  - Check in - Crosby
  - Intrusive intervention
  - After school academic remediation



# *PARENT ENGAGEMENT*

- Parent Advisory Board
- Quarterly Family Events
  - University of Connecticut
  - St. Peters University
  - Cultural Enrichment



	2013-2014	2014-2015
Parent Receiving Services	682	1013
Hours of Attendees	713	1058

# Early College Exposure

Throughout the AY 14-15, Naugatuck Valley Community College hosts GEAR UP students and families including,

- Girls in STEM Conference
- Male Leadership Conference
- April Vacation – College 101
- Open House
- Campus Tours
- DPAC Title I Parents and Leadership Conference

# 2015 SUMMER ACADEMY


- July 6 – July 31, 7:30am – 12:30pm
- 8<sup>th</sup> to 9<sup>th</sup> Transition Academy
- Student schedule
  - Math – 1.5hrs/day
  - English – 1.5hrs/day
  - Leadership – 1hr/day
  - All curriculum designed by district personnel
- Rising 10<sup>th</sup> Career Pathway Academy
  - Math and ELA – project based
  - Career Pathway elective
    - Digital Media, Entrepreneurship, STEM

**WATERBURY PUBLIC SCHOOLS**

**Grade 8 to Grade 9 GEAR UP Summer Transition Program**

**Jump Start to Freshman Year**

**KENNEDY CROSBY**  
**ENLIGHTENMENT**  
**WILBY WCA WAMS**



**PROGRAM GOALS**  
To provide new high school students with an academic learning experience in the high school environment that:

- Provides the opportunity to earn first marking period credit
- Increases academic success
- Provides intensive support in English and mathematics
- Has high school teachers from their new school
- Introduces students to the building layout and administrative
- Teaches students strategies that will promote independent learning

**DAILY CLASSES**  
Instruction will focus on acquiring and applying skills needed for success in English 9 and Algebra 1. All student work will relate to these foundational skills. Student grades will be determined by high school grading criteria.

Attendees will be eligible to earn 0.5 credits towards high school graduation through successful completion of the following summer components\*:


**ATTENDANCE**  
**ACADEMIC ENDEAVORS**  
**CONTENT KNOWLEDGE PREPARATION**  
**ATTENTIVENESS**  
**ACTIVE LEARNING**  
**POSITIVE CONTRIBUTION**

Success rubric will be provided to students prior to the start of the program.  
\*Pending Board of Education approval.

**OPEN TO ALL STUDENTS**


**English 9**  
Learn, succeed, and build skills!  
• Read, write, speak, listen and research  
• Become college and career ready!

**Algebra 1**  
• Patterns and sequences  
• Solving equations  
• Real-world applications



**GEARUP**

**SUMMER ACADEMY**




Spend your Summer learning  
Math, English and  
exploring Career choices

ENROLL NOW @ [www.gearup10thgradesummereventbrite.com](http://www.gearup10thgradesummereventbrite.com)

WHEN: July 6-July 31, 2015  
7:30AM-1:00PM daily

WHERE: Naugatuck Valley Community College

WHO: Current 9th grade GEAR UP students

Find us on  [Waterburygearup](https://www.facebook.com/Waterburygearup)



# 2015 SUMMER ACADEMY

- Field Trips
  - CCSU
  - University of Bridgeport
  - Yale University
  - Empower Leadership Sports
  - Riverfront Recapture
  - Maritime Aquarium
  - CT Science Center
- Summer Youth Employment
  - 30 students hosted at NVCC
  - Enrolled in non credit Intro to Public Speaking



# *2015-2016 INITIATIVES*

- Parent Academies
- Standardized Early Intervention
- GEAR UP mentors in classroom
- Increased academic intervention
- Student-designed after-school clubs



# *EFFECTIVENESS MEASURES*

- Federal Performance Measures
  - Success rate in pre Algebra and Algebra 1 coursework
  - Success rate in honors level coursework
    - ELA, Math, Science
  - Increase in GPA
  - Standardized Test comparison\*

\* With the transition from CMTs to SBAC, there's not an opportunity to compare cohort students with others taking the same assessment tool.

The ACE Team Presents:

# The Transportation Plan

# 1 Challenge - 2 Solutions

1. Waterbury Connecticut does not have a main transportation center. Many citizens and tourists have trouble getting to important places, such as the hospital, work, and even the grocery store.

2. Our team would like to create an intermodal system; There will be different sections which will consist of train, buses, and even bikes.

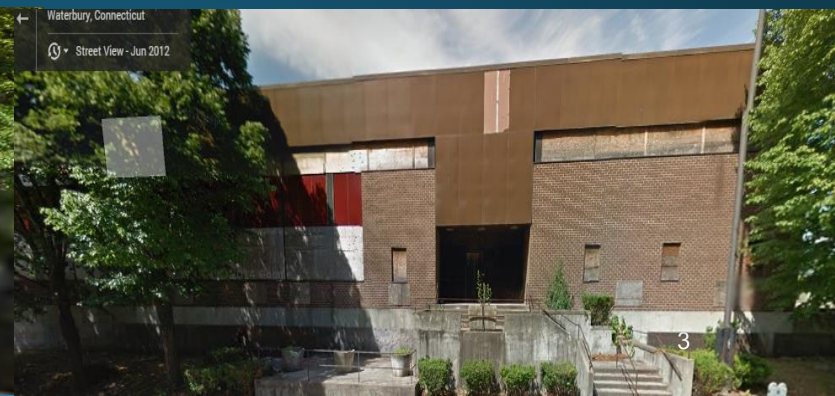
This system will be eco-friendly, safe, efficient, and its purpose will be to benefit the needs of our citizens.

The eateries and other attractions will have their own areas as well. Having this layout will be realistic and affordable to our city, which will have a positive effect.

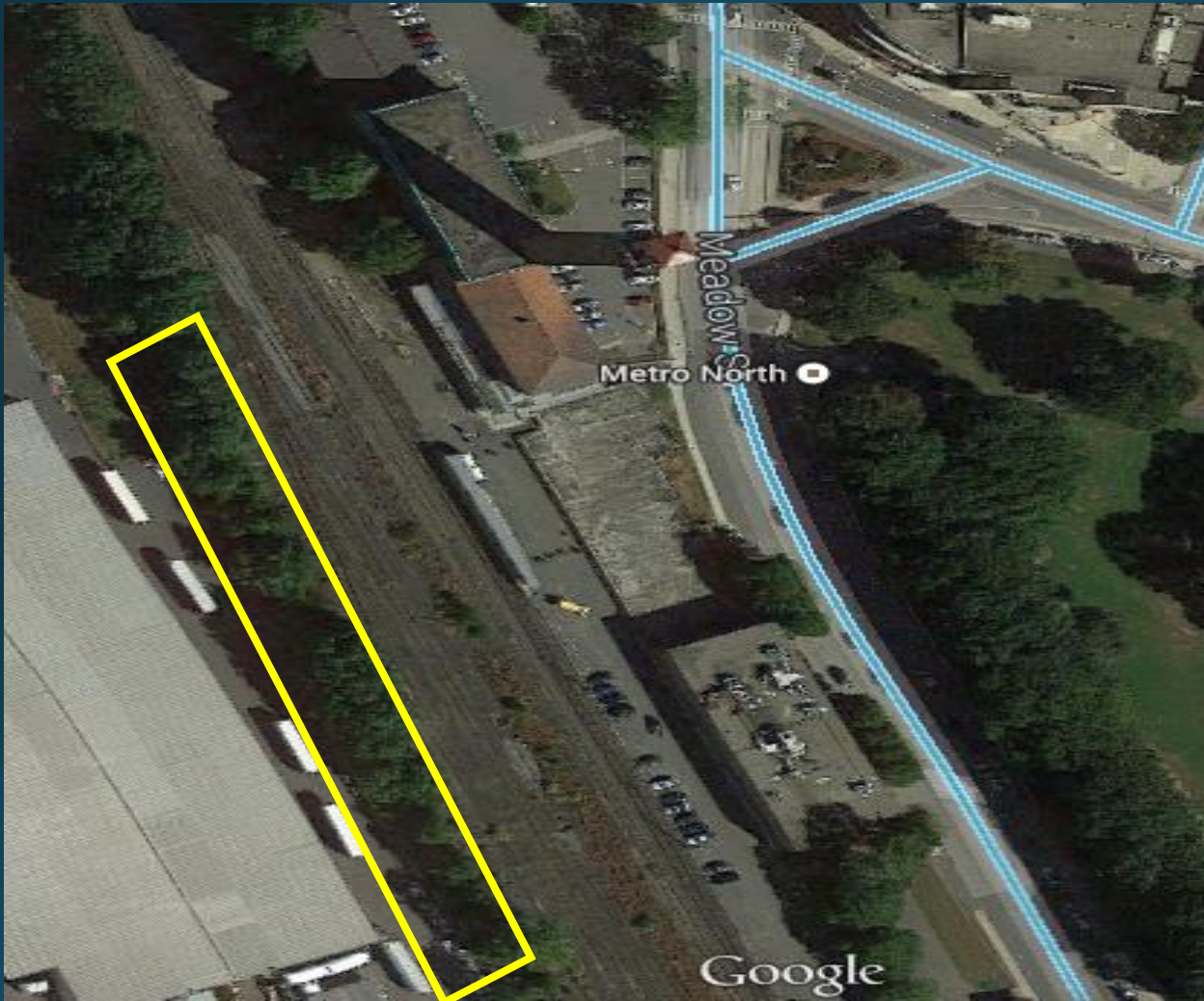




# The Existing Lot



# Trains Current Location



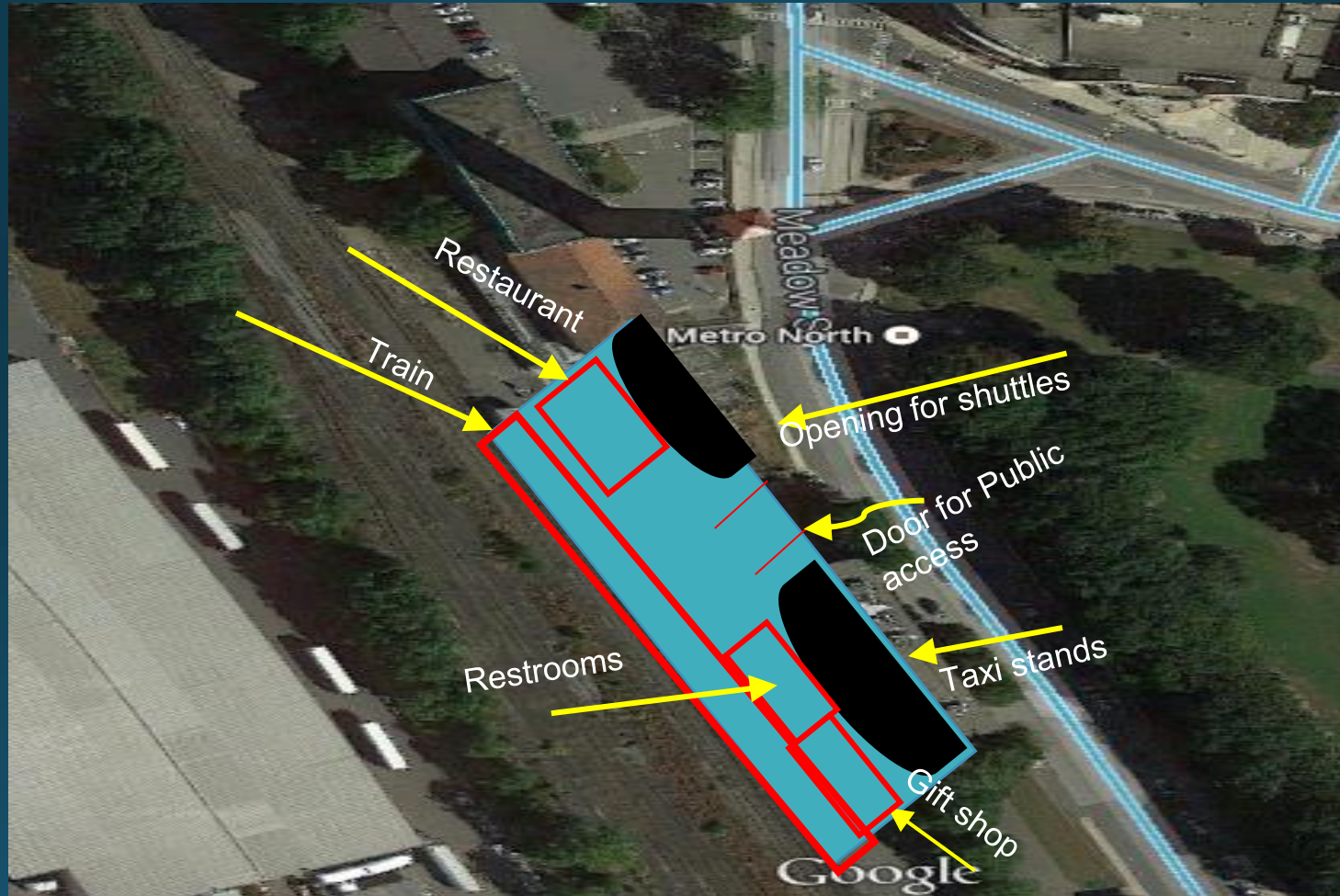
- This Transportation center will be located in the same area which the train is being used currently.

# The Main Layout

- There will be different sections: Train, Bus, and Bike
- The buses will stay in their same area (the green) . The bikes will be at the transportation center. The train will still run in the back of the transportation center.
- The Eateries and other attractions will have their own areas as well.



# The Main Layout



# Attractions and Centers

- Restaurants/Eateries- A small pastry/café area along with a subway restaurant.
- Health station- A first aid and directory to medical facilities in CT.
- Retail stores- A gift shop; that will have basic necessities.
- Help centers- There would be employees who know basics about areas of Waterbury; they would direct people to where they needed to be( *this is great for bike riders*).

# Train Transportation Plan

# Challenges

- 1.Slow/Unreliable Service
- 2.Trains interior is always damaged
- 3.Outreach needs improvement
- 4.Outdated diesel train needs replacement

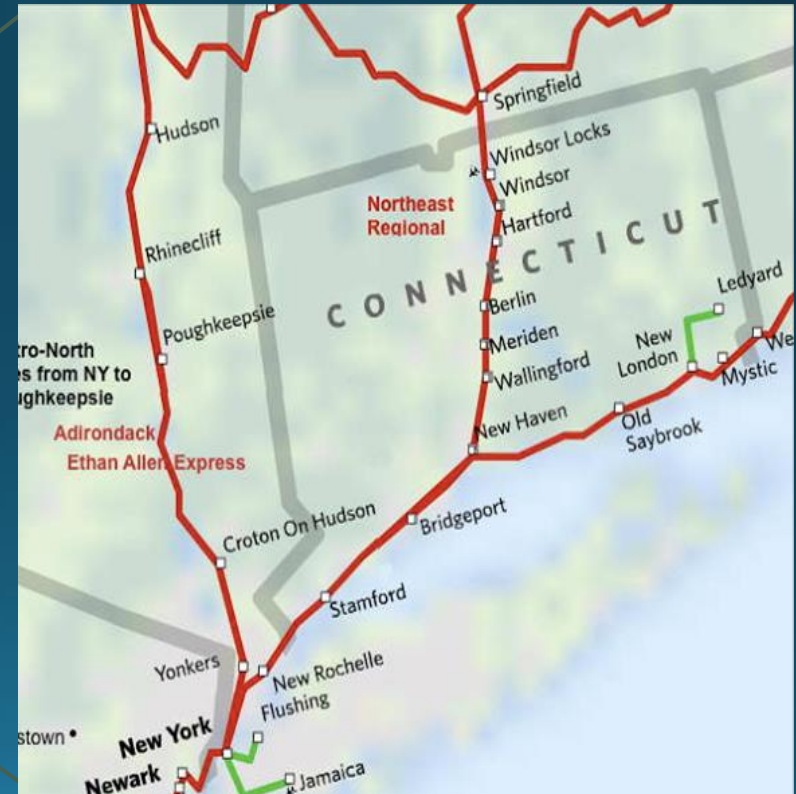
# Expanding Coverage & Accessibility

# Current Metro-North Train Route





# Current Amtrak Train Route



# New Amtrak Plan



Project to start in 2030



# Improving Service

# Kawasaki M8 Railcar

- Currently in use by MNR (Metro-North Railroad) from New Haven to New York
- Electric train receiving power from a third-rail and catenary line
- Top Service Speed: 100 mph

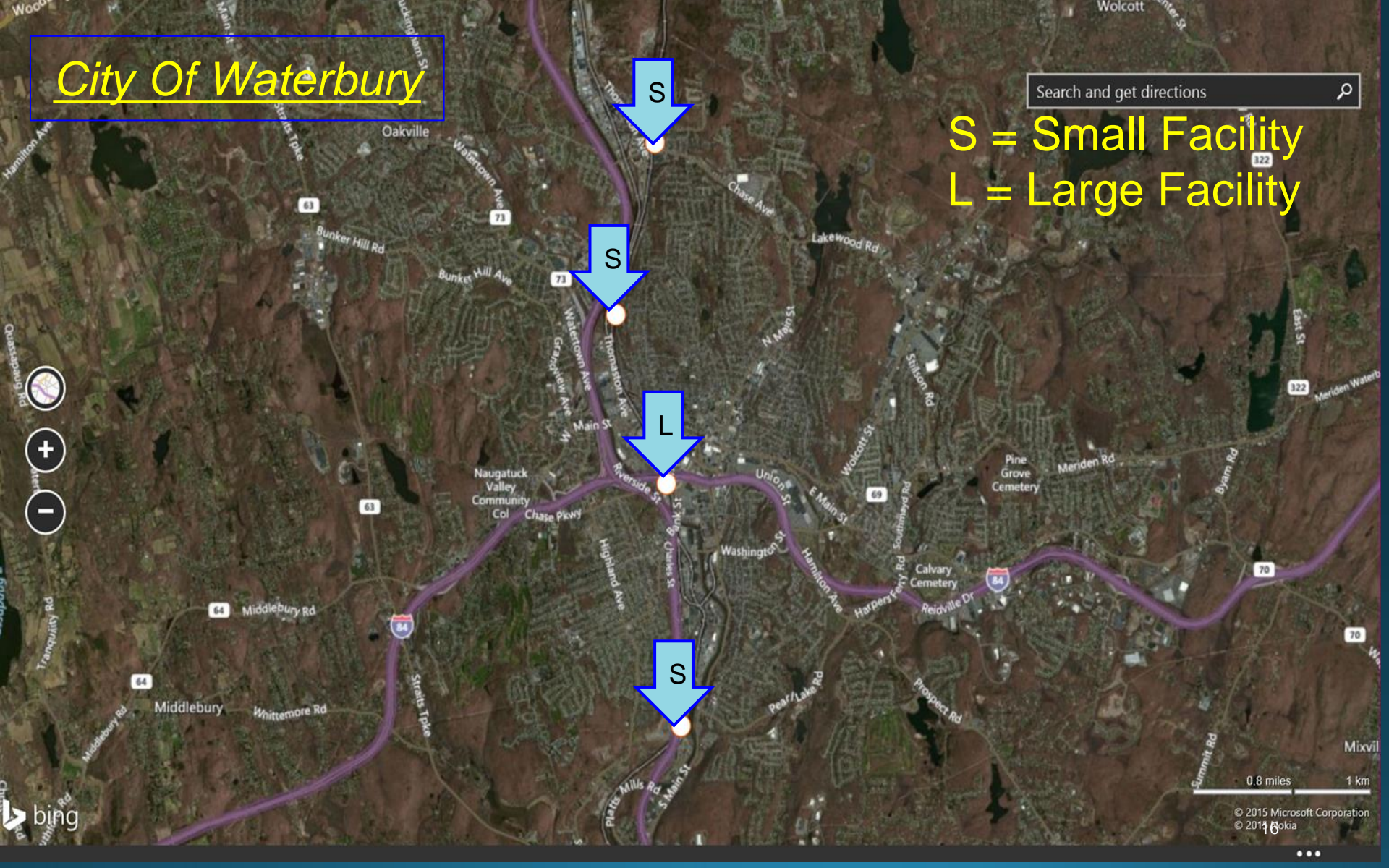




# City Of Waterbury

Search and get directions

S = Small Facility  
L = Large Facility



# Small Maintenance Facilities

Possible Locations: Naugatuck  
Beacon Falls  
Ansonia  
Derby/Shelton

Their job is to fix minor damage to trains if possible so they can prevent major ones from happening.





# Waterville Park

Railroad

Small Maintenance  
Facility

Shell Gas  
Station

Search and get directions

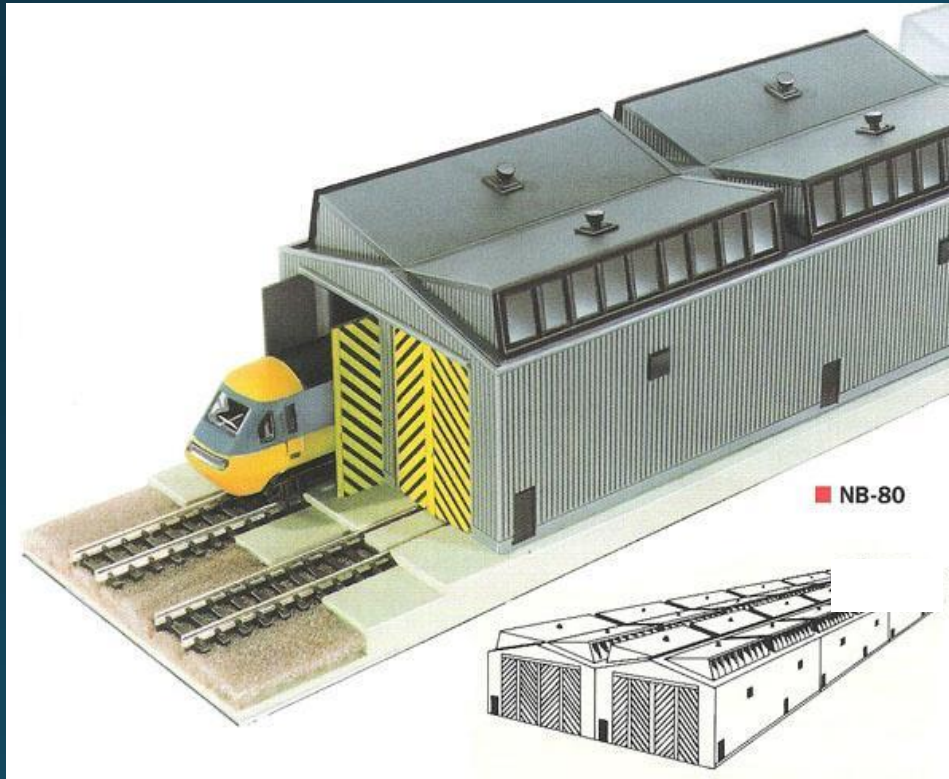


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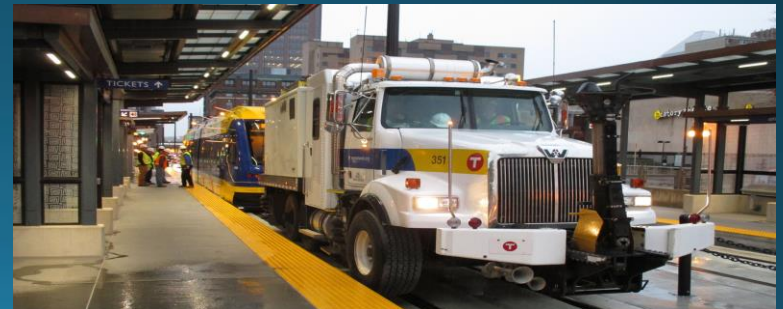
© 2015 Microsoft Corporation  
Pictometry Bird's Eye © 2012 MDA Geospatial Services Inc.  
© 2014 Nokia



# Maintenance



- Potential Main Facilities:
  - Seymour, Waterbury, and Bridgeport
- In emergency situations (breakdowns), tow trucks will be on duty between facilities.



Maintenance Facility

Large  
Maintenance  
Facility

Railroad

**Key notes:**

Red boxes:  
Cranes

Green circles:  
Trains turning  
tables

Blue Lines:  
Entrance/exit for  
the train to enter  
the facility

# Bus Transportation & Bike System



# Observations

## Challenges

1. Not enough space for belongings
2. Not enough space for disabled
3. Unsanitary
4. Too many buses leads to too much pollution
5. Unsafe / Uncomfortable bus stop areas

## Solutions

1. Cubbies below foldable chairs
2. More area or seats for the disabled
3. More regular clean ups .
4. Eco friendly transportation
5. Roofed /secured stops



New Buses  
BYD Buses



New Stops  
Rechargeable Bus Stops



Basic Bus Stop  
Bikes Connected to Bus Stops

# Eco-Friendly Transportation



BYD Electric Bus

"Build Your Dreams"

The BYD Electric Bus is the first of its kind in service worldwide. Communities around the world love BYD's electric bus as it quietly cruises past its noisy polluting competitors.



Iron-Phosphate "Fe" Battery

- High Energy Density
- Excellent Consistency
  - No pollution
- No Harm to the Environment
  - Excellent Safety



Each time one of our normal hybrid buses breaks down, we will replace any broken down buses with a brand new BYD bus.



# Bus Interior



## Automatic sliding doors

One of the fastest sliding doors to keep wanted air in



## Automatic Step up

It easily slides out for the disabled



## Automatic Hand sanitizer and LED Advertisement Boards

Promotes germ free trips and advertisement/bus routes



## Foldable Chairs

Provides space for the disabled and for belongings

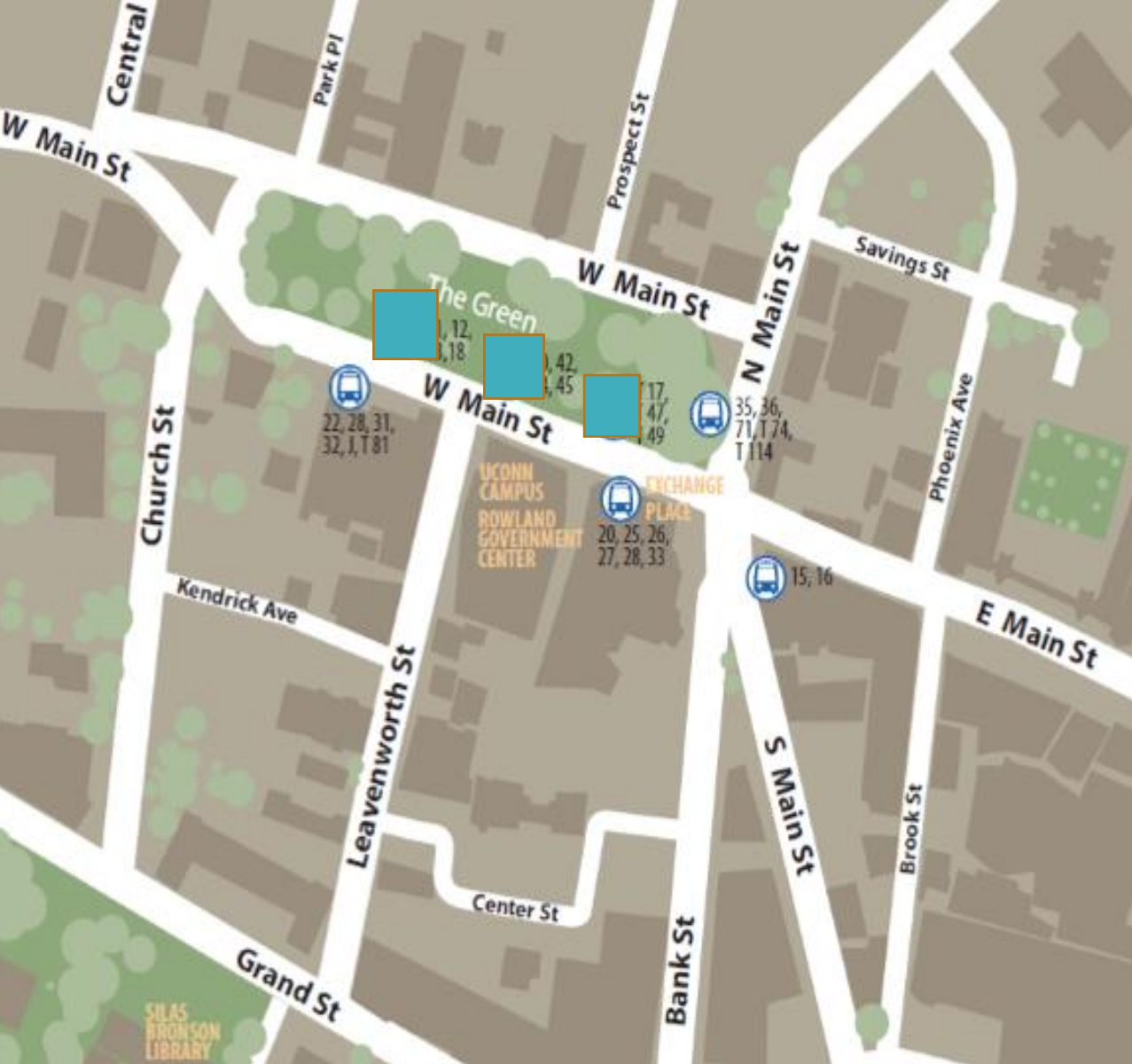
# Re-chargeable Bus stops

- Roofed stops can provide protection from the weather.
- L.E.D boards can provide information on bus times and stops.
- Solar Powered, It runs on sunlight and can charge under 20 mins and is efficient.
- BiCycles will be connected to 3 of these re-chargeable bus stops at the green for those who seek to ride a bike.



Its a way to convert Waterbury to become a well known Eco friendly environment.





## Key Note:



:Re-chargable Bus Stop

### Information:

The Re-Chargeable Bus stops will be used for old and new Hybrid Buses to re-charge when they are waiting. .to depart.



# BCycle

## Pedal it forward

### What is BCycle?

BCycle is a next-gen bike sharing system. BICycles are there when you want one and gone when you don't. It's so simple Just swipe your card, grab a bike, and get to where you're going.

### Why do we need BCycle?

Pollution, traffic, and rising oil costs are just a few of the reasons why urban transportation needs a huge lift. BCycle is easy, cheap, and sets you free from your car. And it's powered by the best alternative fuel: you.



# Smaller Bus Stop Details

Belson Bus Stop: All Tempered Glass Poly Barrel Roof

Small bus stop

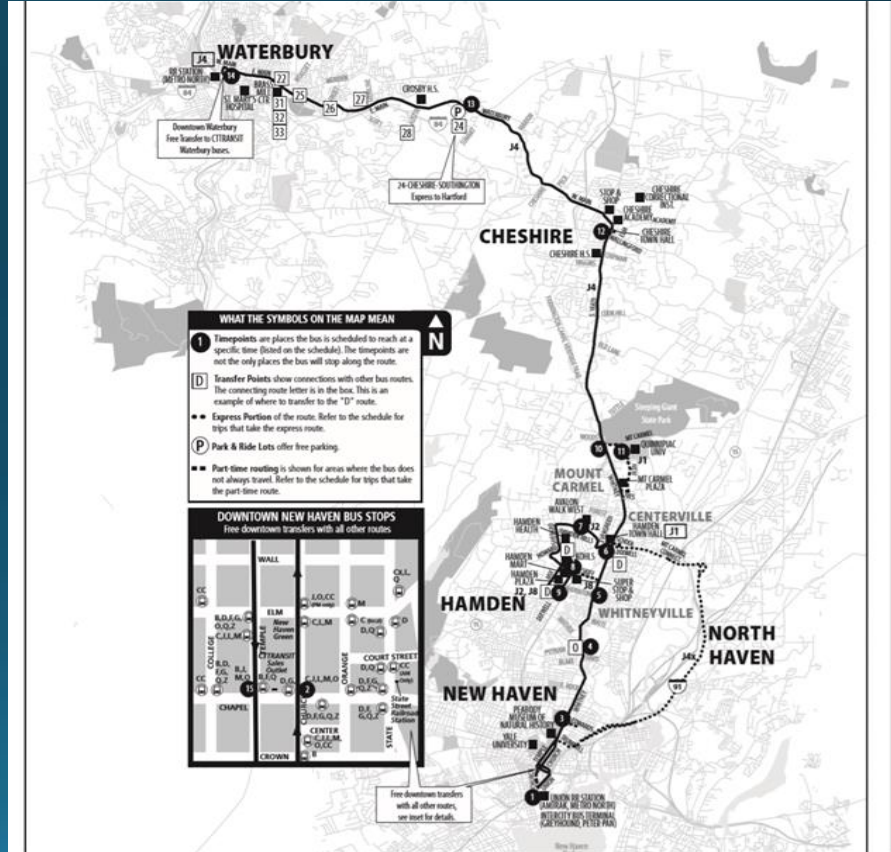


Medium bus stop



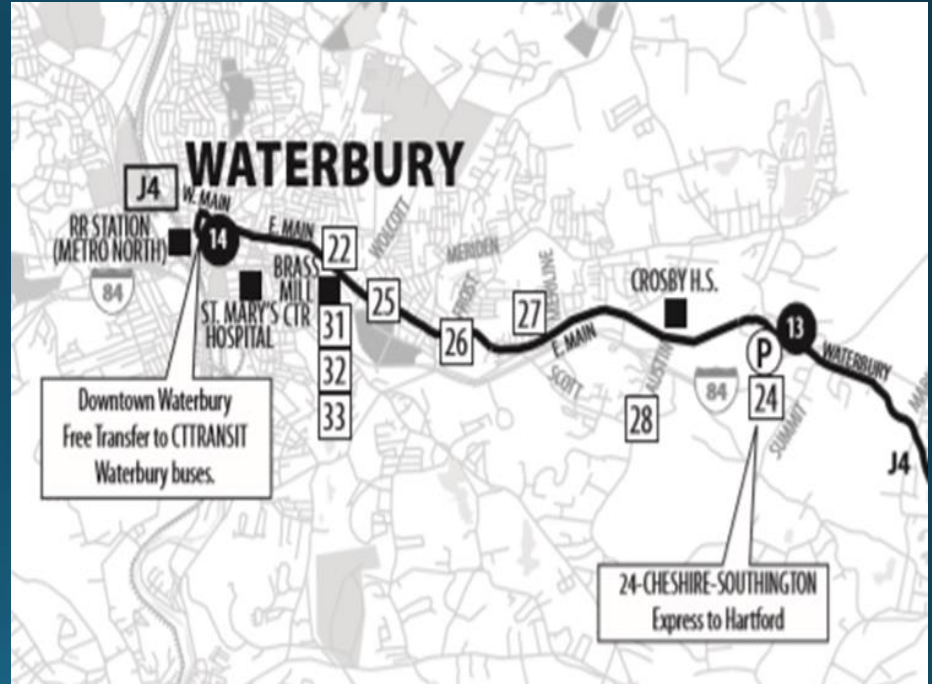
# Bus Improvements

- 14 shelter changes
  - Rechargeable
  - Small
  - Medium
- Shelter locations along route
- Shelter Pricing
  - For Small, Medium, and Rechargeable Stop



# BUS STOP LOCATIONS ON J WHITNEY (13-14)

- East Main & I-84  
Medium Bus Stop
- Waterbury Green,  
West Main &  
Leavenworth  
Rechargeable Stop





# Cost Estimate

Category	Item	Unit	# of Units	Price Per Unit	Cost	Category Total
Transportation Center	Paving (exterior)	sf.	35000	\$3	\$96,250	\$7,350,000
	Brick	sf.	35000	\$11	\$385,000	
	Flooring	sf.	70000	\$20	\$1,400,000	
	Additional costs	sf.	35000	\$210	\$5,468,750	
Train & Maintenance Facilities	Electrified rail	mile	30	\$1,500,000	\$45,000,000	\$53,124,000
	M8 Railcar	ea.	9	\$500,000	\$4,500,000	
	Facility (large)	sf.	8000	\$333	\$2,664,000	
	Facility (small)	sf.	4000	\$240	\$960,000	
Bus/Bike	BYD Electric Bus	ea.	3	\$550,000	\$1,650,000	\$1,837,600
	Recharging stop	ea.	3	\$35,000	\$105,000	
	Bus stop (medium)	ea.	5	\$7,600	\$38,000	
	Bus stop (small)	ea.	6	\$6,100	\$36,600	
	B-Cycle	ea.	40	\$200	\$8,000	
					Grand Total: \$62,311,600	



## **C.A.R.E.S. Night School Program 2014-2015 Program Summary**

### **Narrative**

The C.A.R.E.S. Night School program, housed at Wilby High School, provided Waterbury Public High School students from Crosby, Kennedy, and Wilby with an opportunity for a non-traditional pathway to graduation, as well as, college and career readiness. The program's philosophy embraced the importance of college and career readiness, achievement, respect, empowerment, and success, hence, the acronym C.A.R.E.S. Being true to its motto, the program encouraged all students to develop high expectations for one's learning. Together, students and staff created individualized learning plans and identified strategies to assist students to meet their short- and long-term goals.

Staffing consisted of a program administrator, one administrator per evening, one parent liaison, one behavior technician, eight teachers, one secretary, one guidance counselor, and one social worker, one day per week, and one psychologist two days per week.

The program served a total of seventy-eight (78) students. Students were referred to the C.A.R.E.S. for a variety of reasons, which may have included, but was not limited to being under-credited, over-aged, at-risk, or more comfortable in a smaller educational setting. Using a blended approach, a combination of traditional instruction and a digital curriculum, *Edgenuity*, course offerings included core subjects such as Mathematics (Algebra 1, Geometry, Algebra 2), English 9 - 12, Science (Physical, Environmental, Biology, and Chemistry), Social Studies (U.S. History, World History), in addition to a wide variety of electives such as: Art, Music, Physical Education, Health, Career Planning and Development, Spanish, Microsoft Office, Graphics, Strategies for Academic Success, and Personal Finance.

Upon enrollment, the student met with the program administrator and a guidance counselor to review and evaluate his/her school transcript. Accordingly, the guidance counselor determined which courses are needed for graduation. Subsequently, the program administrator and guidance counselor assisted the student in developing an individualized learning plan (ILP) and determined which courses to assign to each student to fulfill the necessary graduation requirements of the State of Connecticut. Staff consistently kept students, parents, and guardians, abreast of each student's progress.

## C.A.R.E.S. Night School Program 2014-2015 Program Summary

### Attendance

C.A.R.E.S. had an average daily attendance rate of **87%**.

An attendance counselor was hired in February, 2015, to provide additional services to students and families. The attendance counselor provided the following additional supports to C.A.R.E.S. students and families:

- Referrals to Waterbury Youth Services System      23
- Phone calls home      31
- Meetings with students      32
- Letters home      26
- Meetings with families      25
- Home Visits      12

### Discipline

C.A.R.E.S. recorded twenty (20) OSS during the 2014/15 school year.

C.A.R.E.S. has hired a behavior technician, a school resource officer, a school counselor, a school psychologist, a social worker, and an attendance counselor to support our at-risk students.

Students were provided with 1:1 or group counseling as warranted.

Discipline	Current Year-to-Date Total
Out-of-School Suspensions	20

## C.A.R.E.S. Night School Program 2014-2015 Program Summary

### ***Graduation Status***

All students must earn a minimum of 22 credits, including required courses as determined by the Connecticut State Department of Education, to be eligible for a high school diploma.

As a result of the blended instruction and interventions provided in the C.A.R.E.S. program, the following chart depicts the number of students who have earned, or who are projected to earn, a minimum total of 22 credits and are now on track for graduation:

Graduation Status				
School	Crosby	Kennedy	Wilby	District
Total	6/7	7/8	19/22	32/37

### ***On-Track Status***

As a result of the blended instruction and interventions provided in the CARES program, the following chart depicts the number of grade 11 students who have achieved "Senior Status" by earning a minimum total of fifteen (15) credits.

#### On-Track Status – Grade 11 (15 or more credits and/or earned 5 or more credits)

Grade Level	Crosby	Kennedy	Wilby	District
Cohort 2016	2/6	5/14	1/8	8/28
Cohort 2016	2/6	9/14	4/8	24/28

## C.A.R.E.S. Summary Data

2014-1015

ID	Grade	District School	# credits (PRE)	# credits (CARES)	# credits (POST)
76472	12	Crosby	12.8	9.5	22.3
712420	12	Crosby	12.7	9.5	22.2
76016	11	Crosby	12.3	6.5	18.8
79969	12	Crosby	12	10	22
v1234t	12	Crosby	12	10.5	22.5
108141	12	Crosby	10.8	13	23.8
75273	12	Crosby	9	13	22
71214	12	Crosby	8	7	15
114575	11	Crosby	6	2.5	8.5
108419	11	Crosby	5	10.5	15.5
102035	11	Crosby	2.5	0	2.5
77260	11	Crosby	2.5	5.5	8
77980	11	Crosby	1.5	0	1.5
70343	12	Kennedy	21	1	22
78646	12	Kennedy	17.4	5	22.4
78458	12	Kennedy	17.2	5.5	22.7
73470	12	Kennedy	15.3	7	22.3
86487	12	Kennedy	14	3	17
75789	12	Kennedy	13.7	8.5	22.2
76655	12	Kennedy	13	9	22
84774	11	Kennedy	12.93	1.5	14.43
78380	11	Kennedy	12.2	1.5	13.7
104563	12	Kennedy	11.8	10.5	22.3
81546	11	Kennedy	11	4.5	15.5
81698	11	Kennedy	11	9	20
117386	11	Kennedy	9	6	15
92669	11	Kennedy	7.7	2	9.7
79950	11	Kennedy	7	8	15
80501	11	Kennedy	6.7	7.5	14.2
79759	11	Kennedy	5	10	15

## C.A.R.E.S. Summary Data

2014-1015

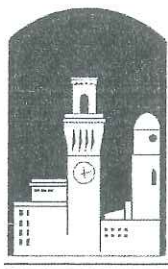
81653	11	Kennedy	4.5	8	12.5
102572	11	Kennedy	4.5	2	6.5
111399	11	Kennedy	3	3	6
80010	11	Kennedy	1.5	6.5	8
103567	11	Kennedy	1	5.5	6.5
68061	12	Wilby	19	3	22
75769	12	Wilby	18	4	22
71856	12	Wilby	17.5	5	22.5
72142	12	Wilby	16.5	6.5	23
102246	12	Wilby	15.7	6.5	22.2
74463	12	Wilby	15	7	22
70641	12	Wilby	15	7	22
72912	12	Wilby	15	7	22
78401	12	Wilby	14	8	22
76771	12	Wilby	14	8.5	22.5
86058	12	Wilby	13.5	10	23.5
73966	12	Wilby	13.5	8.5	22
79002	12	Wilby	13.5	4	17.5
76569	12	Wilby	13	9.5	22.5
111174	12	Wilby	13	9	22
70508	12	Wilby	13	9	22
78756	12	Wilby	12	10	22
82171	12	Wilby	11.9	10.5	22.4
90297	12	Wilby	11.5	3.5	15
92252	12	Wilby	11.5	10.5	22
80387	12	Wilby	10.3	12.5	22.8
71154	12	Wilby	9.5	3	12.5
113948	11	Wilby	9.45	8.5	17.95
78009	11	Wilby	8.7	0	8.7
75844	11	Wilby	7	5.5	12.5
78291	11	Wilby	5	2	7
83597	11	Wilby	5	4	9



# C.A.R.E.S. Summary Data 2014-1015

93495	11	Wilby	2.5	6	8.5
80504	11	Wilby	2.4	5.5	7.9
79035	11	Wilby	0	0.5	0.5
Total Grade 11	27				
Total Grade 12	36				
Grand Total	63				
<b>LEGEND</b>					
	Graduates				
	≥ 15 credits-on track for graduation				
	between 10 - 14 (Intervention)				
	≤ 9 (Intense intervention)				





# WATERBURY Public Schools

*Today's Students, Tomorrow's Leaders*

*John Cross  
School Inspector*

#5

## MEMORANDUM

**TO:** Board of Education

**FROM:** John R. Cross, School Inspector

**SUBJECT:** Proposed Agreement between the City of Waterbury, CT and  
O'Sullivan Flooring Company, Inc.  
Crosby High School Gym Floor Replacement

**DATE:** June 9, 2015

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Attached, for Board of Education (BOE) approval, is a copy of the Agreement between the City of Waterbury, CT and O'Sullivan Flooring Company, Inc. to replace the existing gymnasium floor at Crosby High School.

O'Sullivan Flooring Company was selected as the lowest responsible bidder following a bid solicitation (ITB #5233) by the Waterbury Purchasing Department. A total of four (4) bids were received, ranging from \$237,930.00 to \$376,200.00. A copy of the bid tabulation is attached. The lowest responsible bidder, O'Sullivan Flooring Company, submitted a bid of \$237,930.00 and included all the services requested in the solicitation. The Department of Education has prior experience with this contractor. They previously refinished the Crosby gym floor. Several references were contacted with favorable responses.

The total value of this Agreement is \$229,300.00 (Base Bid of \$216,300.00 plus a Contingency of \$13,000.00) and includes all the services requested in the ITB. The Agreement is for services thru October 15, 2015. O'Sullivan will warranty their work associated with the gym floor replacement for a period of one year in accordance with the Agreement. Manufacturer warranties shall become effective after final acceptance of the project by the City for: finish hardware (3 years) and gym flooring system (1 year). The cost for this Agreement is funded by a Waterbury Capital Improvements Bond.

I will be present at the 6-11-15 BOE Workshop to address any questions you might have regarding this matter.

JC/mc

Enclosures

CC: Paul Guidone, Chief Operating Officer and Chief of Staff  
Linda Wihbey, Corporation Counsel  
File

**CONSTRUCTION CONTRACT**  
**for**  
**Crosby High School Gym Floor Replacement**  
**between**  
**City of Waterbury**  
**and**  
**O'Sullivan Flooring Company, 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 O'Sullivan Flooring Company, Inc., located at 139A Sagamore Street, Quincy, Massachusetts, a State of Massachusetts duly registered domestic corporation (the "Contractor").

**WHEREAS**, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5233 for Crosby High School Gym Floor Replacement; and,

**WHEREAS**, the City accepted the Contractor's bid for ITB Number 5233; and

**WHEREAS**, the City desires to obtain the Contractor's services for the Crosby High School Gym Floor Replacement 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 replacing the gym floor at Crosby High School shown on **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- O'Sullivan Flooring Company, Inc. Response, dated May 27, 2015, to City of Waterbury Invitation to Bid Number 5233, entitled "Crosby High School Gym Floor Replacement", consisting of 28 pages, (hereinafter referred to as the "Response to ITB")
- City of Waterbury Invitation to Bid Number 5233, dated May 8, 2015, entitled "Crosby High School Gym Floor Replacement", consisting of 161 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 5233, Bid Addendum #1, dated May 21, 2015, entitled "Crosby High School Gym Floor Replacement", consisting of 4 pages 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 to as the "Contract Compliance Documents")
- Any and all Amendments and Change Orders, issued by the City after execution of the Contract
- Scope Review Meeting Minutes, dated June 2, 2015, consisting of 2 pages
- Payment and Performance Bonds
- Certificate of Insurance
- All applicable Federal, State and local statutes, regulations, charter and ordinances.
- All permits and licenses.

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. Project Manual
6. List of Drawings
7. Schedule of Prevailing Wage Rate Determinations
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 5233 (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: 7:00 a.m. to 5:00 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 Contractor shall complete all work and services required under this Contract by October 15, 2015 ("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 and no cents (\$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 TWO HUNDRED

TWENTY NINE THOUSAND THREE HUNDRED DOLLARS (\$229,300.00)  
(hereafter referred to as "Total Compensation") with the basis for payment being:

1. Crosby High School Gym Floor Replacement:
    - a. Base Bid..... \$216,300.00
    - b. Contingency\*(at sole discretion & control of City) ... \$13,000.00
- Total: \$229,300.00

**B. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with 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 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. 5233 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 Contractor. 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 and Automobile 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
  - B. Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)
  - C. Workers' Compensation: Statutory Limits within the State of Connecticut
  - D. Other Insurance Required: Installation Floater to cover the cost of materials to be installed while onsite. Value: \$50,000. Deductible to be responsibility of the vendor.
- 

- 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.

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 and Additional Insured Endorsements: Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and additional insured endorsements 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." The City's request for quotation or request for proposal number must be shown on the certificate of insurance and additional insured endorsements to assure correct filing. The Contractor must supply replacement/renewal certificates and endorsements at least 30 days prior to the expiration of the policy (ies). Said certificates and endorsements 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. 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 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) "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

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

(3) "Subcontractor" shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

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

(E) **Hiring Goals.** If this Agreement requires the Contractor to perform

construction work, the Contractor 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
- (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.

Moreover, each subcontractor shall each comply with the foregoing Hiring Goals.

(F) **Good Faith Efforts.** The Contractor shall engage in a 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 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.

#### **14.2 Liquidated Damages Applicable To Paragraph 14.1**

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

(a) 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.

(b) if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, for each full five (5) day work period of the Contractor or Subcontractor's failure to achieve Hiring Goals, the City shall as liquidated damages withhold from payment to the Contractor:

(i) if the contact is for an amount between \$500,000.00 and \$1,000,000.00, inclusive, the lesser of \$1,000.00 or one (1%) percent of the Value of the payment then payable to the Contractor;

(ii) if the contact is for an amount between \$1,000,000.01 and \$5,000,000.00, inclusive, the lesser of \$2,000.00 or one (1%) percent of the Value of the payment then payable to the Contractor;

(iii) if the contact is for an amount greater than \$5,000,000.00, the lesser of \$2,500.00 or one (1%) percent of the Value of the payment then payable to the Contractor.

2) 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.

3) 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. 5233 and (ii) the Contractor's bid response to ITB No. 5233, dated May 27, 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 it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**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: O'Sullivan Flooring Company, Inc.  
139A Sagamore Street  
Quincy, MA 02171

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

With Copy To: City of Waterbury  
Office of the Corporation Counsel  
City Hall 3<sup>rd</sup> Floor  
235 Grand Street  
Waterbury, CT 06702

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

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

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:

O'SULLIVAN FLOORING COMPANY, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
James O'Sullivan, President

\_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

- ❖ Scope of Services/Bid Documents:
  - City of Waterbury Invitation to Bid Number 5233, dated May 8, 2015, entitled “Crosby High School Gym Floor Replacement”, consisting of 161 pages, excluding contractor compliance documents and sample contract
  - City of Waterbury Invitation to Bid Number 5233, Bid Addendum #1, dated May 21, 2015, entitled “Crosby High School Gym Floor Replacement”, consisting of 4 pages total
- ❖ ITB Response:
  - O'Sullivan Flooring Company, Inc. Response, dated May 27, 2015, to City of Waterbury Invitation to Bid Number 5233, entitled “Crosby High School Gym Floor Replacement”, consisting of 28 pages
- ❖ Contract Compliance Documents:
  - Disclosure and Certification Affidavit
  - Debarment Certificate
  - Annual Statement of Financial Interests
  - Corporate Resolution
  - Bid Submission Attachment C
  - Bid Submission Addendum Acknowledgement
- ❖ Scope Review Meeting Minutes, dated June 2, 2015, consisting of 2 pages
- ❖ Payment and Performance Bonds
- ❖ Certificate of Insurance
- ❖ All applicable Federal, State and local statutes, regulations, charter and ordinances.
- ❖ All permits and licenses.

## **ATTACHMENT B**

### **Unit Labor Rates**

1. Laborer: \$56.53/Hour
2. Carpenter: \$70.10/Hour

## INDEX TO THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT

### ARTICLE

<u>NUMBER</u>	<u>TITLE</u>
---------------	--------------

- |     |   |
|-----|---|
| 1.  | PLANS AND SPECIFICATIONS AT THE SITE        |
| 2.  | CONSTRUCTION PROGRESS SCHEDULE              |
| 3.  | SCHEDULE OF VALUES; APPLICATION FOR PAYMENT |
| 4.  | PARTIAL PAYMENTS                            |
| 5.  | CONSTRUCTION EQUIPMENT                      |
| 6.  | INSPECTION AND TESTS                        |
| 7.  | UTILITIES                                   |
| 8.  | DUST AND SPILLAGE CONTROL                   |
| 9.  | TEMPORARY UTILITIES                         |
| 10. | TOILET ACCOMMODATIONS AND DRINKING WATER    |
| 11. | TEMPORARY TELEPHONES                        |
| 12. | PROGRESS MEETINGS                           |

1. PLANS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the OWNER or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

2. CONSTRUCTION PROGRESS SCHEDULE

- A. Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the OWNER three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values.
- B. The Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall

also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule which shall be revised as required.

3. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

- A. Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the OWNER a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.
- B. The Contractor's requisition for payment shall be subdivided into items to correspond with the approved schedule and shall be in such numbers of copies as may be designated by the OWNER.

4. PARTIAL PAYMENTS

- A. The OWNER will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the OWNER may allow to be included in the monthly requisitions materials stored off the site. In the event the OWNER allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the OWNER.
- B. In making such Partial Payments for the Project, retainage shall be held in accordance with Clean Water Funding Regulations.

5. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the OWNER, upon Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- B. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all

excavations and subgrade work free from water.

## 6. INSPECTION AND TESTS

- A. All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the OWNER and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- B. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- C. If, at any time before final acceptance of the entire Project, the OWNER and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the OWNER (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

## 7. UTILITIES

- A. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- B. The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- C. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- D. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the



Contract.

- E. The Contractor shall contact "Call Before You Dig" at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

8. DUST AND SPILLAGE CONTROL

- A. The Contractor shall take appropriate measures to control the generation of dust from its activities.
- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

9. TEMPORARY UTILITIES

- A. Unless otherwise provided for in the Specifications, the Contractor shall pay the cost of all temporary light, temporary electrical hook-ups and temporary dehumidification required for completion of the Contract. The necessary temporary utilities shall be installed at the start of the Project.
- B. All costs of electricity and water shall be paid for by the Owner.

10. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall be allowed to use designated sanitary toilet accommodations.

11. TEMPORARY TELEPHONES

The Contractor shall provide for cell phone service in its office.

12. PROGRESS MEETINGS

Progress meetings will be held weekly at locations, dates and times selected by the OWNER for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.



2014-2015 K-5 ELA mCLASS Composite Score Data

Grade	School	% of Students Who Increased a Minimum of One Category Growth or Maintained Benchmark
K-5	Buck's Hill	63%
	Bunker Hill	58%
	Carrington	69%
	Chase	63%
	Driggs	65%
	Duggan	64%
	Generali	72%
	Gilmartin	68%
	Hopeville	58%
	Kingsbury	64%
	Maloney	79%
	Reed	59%
	Regan	79%
	Rotella	87%
	Sprague	61%
	Tinker	74%
	W. Cross	78%
	Walsh	44%
	Washington	62%
	Wilson	56%
Totals/Average		66%

## mCLASS DIBELS Composite Score 2014-2015

		Emerging	Progressing	Meeting/Exceeding
District Avg. (%)	EOY	22%	19%	59%
	MOY	28%	18%	54%
	BOY	30%	20%	50%
Buck's Hill	EOY	34%	18%	48%
	MOY	40%	20%	40%
	BOY	52%	19%	29%
Bunker Hill	EOY	26%	22%	52%
	MOY	29%	18%	53%
	BOY	26%	21%	53%
Carrington	EOY	19%	18%	63%
	MOY	25%	18%	57%
	BOY	23%	19%	58%
Chase	EOY	25%	20%	55%
	MOY	32%	16%	52%
	BOY	32%	20%	48%
Driggs	EOY	23%	19%	58%
	MOY	29%	21%	50%
	BOY	33%	21%	46%
Duggan	EOY	25%	21%	54%
	MOY	31%	23%	46%
	BOY	33%	21%	46%
Generali	EOY	17%	18%	65%
	MOY	20%	18%	62%
	BOY	23%	25%	52%
Gilmartin	EOY	22%	16%	62%
	MOY	30%	18%	52%
	BOY	29%	19%	52%
Hopeville	EOY	33%	20%	47%
	MOY	39%	18%	43%
	BOY	43%	22%	35%
Kingsbury	EOY	23%	20%	57%
	MOY	27%	18%	55%
	BOY	27%	21%	52%
Maloney	EOY	8%	16%	76%
	MOY	14%	13%	73%
	BOY	12%	15%	73%
Reed	EOY	28%	19%	53%
	MOY	34%	22%	44%
	BOY	35%	20%	45%
Regan	EOY	15%	11%	74%
	MOY	20%	14%	66%
	BOY	27%	22%	51%

Rotella	EOY	5%	12%	83%
	MOY	9%	16%	75%
	BOY	15%	18%	67%
Sprague	EOY	22%	25%	53%
	MOY	29%	18%	53%
	BOY	30%	17%	53%
Tinker	EOY	17%	17%	66%
	MOY	20%	17%	63%
	BOY	26%	20%	54%
W. Cross	EOY	14%	15%	71%
	MOY	20%	18%	62%
	BOY	28%	20%	52%
Walsh	EOY	37%	27%	36%
	MOY	43%	20%	37%
	BOY	43%	22%	35%
Washington	EOY	25%	21%	54%
	MOY	26%	24%	50%
	BOY	32%	24%	44%
Wilson	EOY	33%	17%	50%
	MOY	39%	15%	46%
	BOY	38%	20%	42%

**2014-2015 EOY Math CFA Data**

<b>Grade</b>	<b>School</b>	<b>% of Students Who Increased a Minimum of One Category Growth or Maintained Meets Expectations</b>
<b>All</b>	<b>Buck's Hill</b>	<b>68%</b>
	<b>Bunker Hill</b>	<b>65%</b>
	<b>Carrington</b>	<b>66%</b>
	<b>Chase</b>	<b>71%</b>
	<b>Driggs</b>	<b>72%</b>
	<b>Duggan</b>	<b>80%</b>
	<b>Generali</b>	<b>68%</b>
	<b>Gilmartin</b>	<b>78%</b>
	<b>Hopeville</b>	<b>63%</b>
	<b>Kingsbury</b>	<b>62%</b>
	<b>Maloney</b>	<b>79%</b>
	<b>Reed</b>	<b>70%</b>
	<b>Regan</b>	<b>82%</b>
	<b>Rotella</b>	<b>74%</b>
	<b>Sprague</b>	<b>62%</b>
	<b>Tinker</b>	<b>84%</b>
	<b>W. Cross</b>	<b>88%</b>
	<b>Walsh</b>	<b>54%</b>
	<b>Washington</b>	<b>86%</b>
	<b>Wilson</b>	<b>68%</b>
	<b>District Average</b>	<b>71%</b>



## Elementary Math CFA Data 2014-2015

		Does Not Meet	Approaching	Meets
District Avg.	EOY	26%	30%	44%
	MOY	37%	34%	29%
	BOY	64%	28%	9%
Buck's Hill	EOY	36%	33%	31%
	MOY	49%	32%	19%
	BOY	72%	21%	7%
Bunker Hill	EOY	30%	33%	37%
	MOY	35%	31%	34%
	BOY	55%	34%	11%
Carrington	EOY	40%	32%	27%
	MOY	38%	31%	31%
	BOY	67%	23%	9%
Chase	EOY	33%	29%	38%
	MOY	44%	26%	30%
	BOY	69%	24%	7%
Driggs	EOY	33%	33%	34%
	MOY	40%	38%	22%
	BOY	74%	23%	3%
Duggan	EOY	13%	32%	55%
	MOY	24%	39%	37%
	BOY	47%	38%	15%
Generali	EOY	33%	33%	34%
	MOY	42%	32%	26%
	BOY	59%	30%	11%
Gilmartin	EOY	26%	31%	44%
	MOY	37%	29%	34%
	BOY	58%	26%	17%
Hopeville	EOY	34%	33%	32%
	MOY	34%	41%	25%
	BOY	53%	32%	14%
Kingsbury	EOY	35%	33%	32%
	MOY	39%	31%	30%
	BOY	60%	27%	13%
Maloney	EOY	21%	39%	40%
	MOY	53%	33%	14%
	BOY	71%	25%	4%
Reed	EOY	25%	35%	40%
	MOY	29%	46%	25%
	BOY	73%	23%	4%
Regan	EOY	18%	36%	46%
	MOY	35%	40%	25%
	BOY	69%	25%	6%

Rotella	EOY	19%	39%	42%
	MOY	31%	38%	31%
	BOY	52%	38%	11%
Sprague	EOY	40%	36%	24%
	MOY	47%	29%	24%
	BOY	72%	25%	3%
Tinker	EOY	18%	29%	53%
	MOY	24%	32%	44%
	BOY	58%	26%	17%
W. Cross	EOY	10%	35%	56%
	MOY	11%	41%	48%
	BOY	75%	23%	2%
Walsh	EOY	50%	20%	30%
	MOY	57%	30%	13%
	BOY	68%	29%	3%
Washington	EOY	17%	20%	62%
	MOY	33%	31%	36%
	BOY	60%	29%	11%
Wilson	EOY	32%	35%	33%
	MOY	38%	34%	28%
	BOY	65%	31%	3%



# Waterbury Public Schools #7

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Paul F. Guidone  
Chief Operating Officer  
& Chief of Staff

## MEMORANDUM

**DATE:** May 27, 2015

**TO:** Board of Education Commissioners

**FROM:** Paul F. Guidone, Chief Operating Officer & Chief of Staff 

**SUBJECT:** Police Activity League (PAL) Building Lease Extension – Amendment #3

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The Education Department entered into a three year lease with three extensions of one year each with the PAL building (58 Griggs Street) in order to accommodate the reconstruction activities of the Enlightenment building. Plans at that time included the renovation of the Enlightenment building and identification of a second site to house our State Street program, allowing expansion of student enrollment for our alternative education programs.

The vacated Barnard building was given some consideration for that purpose, but the Adult Education program was more suited for this building instead. It had also been suggested that the Education Department consider the purchase of the PAL building or other facility to eliminate the need for future rent payments for the State Street program. A RFP for facility purchase was issued earlier this year. Selection has been held in abeyance pending a District-wide facility study. The results of the study and the implementation of recommendations will clearly proceed well into the next fiscal year.

As such, I am requesting the lease for State Street program occupation of the PAL facility be extended for one additional year (July 1, 2015 to June 30, 2016) under its existing terms and conditions, with no increase from the current year (2014-2015) annual amount of \$167,283.25.

Thank you for your consideration.

PFG/mc

cc: Kathleen M. Ouellette, Superintendent of Schools  
Anne Marie Cullinan, Chief Academic Officer  
Fred Spagnolo, Deputy Chief of Police  
File

### THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (the "Third Amendment"), is entered into as of the \_\_\_\_\_ day of June 2014, by and between Police Activity League of Waterbury, Inc., as LESSOR, and The City of Waterbury, as LESSEE.

#### WITNESSETH:

WHEREAS, LESSOR and LESSEE have entered into a certain Lease Agreement (the "Lease") dated as of July 25, 2008 with respect to property known as 58 Griggs Street, Waterbury, Connecticut; and

WHEREAS, LESSEE exercised its right to extend the Lease through June 30, 2013; and

WHEREAS, pursuant to First Amendment to Lease entered into by LESSOR and LESSEE as of June 30, 2013, the Lease was extended through June 30, 2014; and

WHEREAS, pursuant to Second Amendment to Lease entered into by LESSOR and LESSEE as of June 30, 2014, the Lease was extended through June 30, 2015; and

WHEREAS, LESSOR and LESSEE each desire to amend the terms and conditions of the Lease as more particularly set forth herein;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Unless otherwise defined herein, all defined terms shall have the meaning set forth in the Lease.
2. The Term of the Lease shall be extended to June 30, 2016.
3. The annual rental amount for the period from July 1, 2015 through June 30, 2016 shall be \$167,283.25
4. As modified by this Third Amendment, the Lease remains in full force and effect.
5. This Third Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the date first above written.

\_\_\_\_\_  
The Lessor  
Police Activity League of Waterbury, Inc.

\_\_\_\_\_  
By:  
Its  
Duly Authorized

\_\_\_\_\_  
The Lessee  
The City of Waterbury

\_\_\_\_\_  
By: Neil M. O'Leary, Mayor  
Duly Authorized



#8

**AGREEMENT**  
**ITB No. 5235**  
**for**  
**Department of Education Messenger/Courier Services**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Joseph Caiazzo d.b.a. Abbey Vending, Company**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut (the "City") and Joseph Caiazzo d.b.a. Abbey Vending, Company, located at 350 Chase River Road in Waterbury, Connecticut 06704 (the "Vendor"). Trade Name Certificate is duly filed in the City of Waterbury Town Clerk's Office.

**WHEREAS**, the Vendor submitted a proposal to the City responding to RFP No. 5235 for Department of Education Messenger/Courier Services; and

**WHEREAS**, the City accepted the Vendor's proposal for RFP No. 5235; and

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

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

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

**1.1** The Project consists of Department of Education Messenger/Courier Services, shown on **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- (i) City of Waterbury's Invitation to Bid No. 5235 consisting of 15 pages, which includes the Scope of Services and Locations;



- (ii) Abbey Vending's response to ITB No. 5235 consisting of 12 pages.

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

- (i) Contract
- (ii) City of Waterbury's Invitation to Bid No. 4245, including Scope of Services and locations;
- (iii) Abbey Vending's Response to Invitation to Bid No. 4245;
- (iv) Additional Contract Documents, made up of Certification of Debarment, Disclosure Affidavit, Annual Statement of Financial Interests, any applicable licenses.

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

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

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

**3. Responsibilities of the Vendor.** All data, information, etc. given by the City to the Vendor and/or created by the Vendor shall be treated by the Vendor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this agreement. The Vendor agrees to forever hold in

confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, where a Vendor disclosure is required to comply with statute, regulation, or court order, the Vendor shall provide prior advance written notice to the City of the need for such disclosure. The Vendor agrees to properly implement the services required in the manner herein provided.

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

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

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

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

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

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

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

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

- (i) it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Vendor to complete Due Diligence prior to submission of its proposal shall be borne by the Vendor. Furthermore the Vendor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;
- (ii) its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
- (iii) it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;
- (iv) it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Vendor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Vendor;
- (v) has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

(vi) has given the City written notice of any conflict, error or discrepancy that the Vendor has discovered in the Proposal Documents; and

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

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

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

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

**5. Contract Time.** The Vendor shall complete all work and services required under this agreement during the period from July 1, 2015 through June 30, 2018, as per Board of Education approved school calendar.

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

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

**6.1 Fee Schedule.** The fee payable to the Vendor is based on the school calendar. The total amount of this three year contract shall not exceed Seventy-nine Thousand and Sixty Hundred and Forty Dollars (\$79,640) and shall consist of the following payments per year:

- (i) For the period of time from July 1, 2015 through June 30, 2016, a flat rate of \$119.00 (One Hundred and Nineteen Dollars) per school day, for total amount not to exceed Twenty-six Thousand One Hundred and Eighty Dollars (\$26,180);
- (ii) For the period of time from July 1, 2016 through June 30, 2017, a flat rate of \$119.00 (One Hundred and Nineteen Dollars) per school day, for total amount not to exceed Twenty-six Thousand One Hundred and Eighty Dollars (\$26,180);
- (iii) For the period of time from July 1, 2017 through June 30, 2018, a flat rate of \$124.00 (One Hundred and Twenty-four Dollars) per school day, for total amount not to exceed Twenty-seven Thousand Two Hundred and Eighty Dollars (\$27,280).

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

**6.2.1** The Vendor 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 Vendor in an amount equaling the sum or sums of money the Vendor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Vendor's and/or its affiliate's real and personal tax obligations to the City.

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

**6.4 Proposal Costs.** All costs of the Vendor in preparing its proposal for ITB No. 5235 shall be solely borne by the Vendor and are not included in the compensation to be paid by the City to the Vendor under this agreement or any other agreement.

**6.5 Payment for Services, Materials, Employees.** The Vendor shall be fully and solely responsible for the suitability, and compliance with the agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to

the City under this agreement. The Vendor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc, going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this project. Vendor Before final payment is made, the Vendor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall be the sole property of the City. Vendor and its insurer shall, at all times, assume the risk of loss or damage up to City Property, and services provided hereunder, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

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

**8.2** In any and all claims against the City or any of its boards, agents, employees or officers by the Vendor or any employee of the Vendor, 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 Vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

**9. Vendor's Insurance.** The Vendor shall not commence work under this agreement until all insurance required under this Section 9 has been obtained by the Vendor and such insurance has been approved by the City. The Vendor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are



satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

9.2 The Vendor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Vendor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.3 The Vendor shall maintain the following insurance policies with stated limits, in full force and effect for the entire contract period and at all times during which the services are to be performed by the Vendor:

- (i) 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. \$1,000,000 per occurrence, \$2,000,000 aggregate;
- (ii) Automobile Liability Insurance: 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. \$1,000,000 combined single limit (CSL);
- (iii) Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut;
- (iv) Excess Liability Insurance: Comprehensive general liability umbrella insurance coverage. \$3,000,000 per Occurrence / \$3,000,000 aggregate limit;

- (v) Third Party Bond: Courier Bonding: Providing coverage for loss sustained by the City during the performance of vendor's delivery services as provided herein, as a result of loss due to theft and other perils customarily covered by bonding coverage. \$25,000 per Loss. The City of Waterbury shall be named as the Loss Payee.

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

9.5 Cancellation: THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

9.6 Certificates of Insurance: At the time the Vendor executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education (if applicable) are listed as additional insured as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Vendor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

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

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

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

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

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

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

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

**11. Discriminatory Practices.** In performing this agreement, the Vendor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national

origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

## **12. Termination.**

**12.1 Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of the Vendor, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Vendor under this agreement shall, at the option of the City, become the City's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

**12.2 Termination for Convenience of the City.** The City may terminate this agreement at any time for the convenience of the City, by a notice in writing from the City to the Vendor. If this agreement is terminated by the City as provided herein, the Vendor 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 Vendor covered by this agreement, less payments of compensation previously made.

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

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

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

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

#### **12.4 Rights Upon Cancellation of Termination.**

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

**12.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Vendor for

all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Vendor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Vendor 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 Vendor may negotiate a mutually acceptable payment to the Vendor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this agreement pertaining to Changes in the Work.

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

**12.4.4 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

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



- (i) Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies;
- (ii) Change of law and order, proclamation, regulation, ordinance, or governmental requirement;
- (iii) Delays caused by the Vendor's vendors, except where such delays are the result of lack of adequate coordination by the Vendor.

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

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

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

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

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

**17. Risk of Damage and Loss.** The Vendor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Vendor, by someone under the care and/or control of the Vendor, by any subcontractor of the Vendor, or by any shipper or delivery service. The Vendor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc, associated with the

foregoing repair and replacement obligation. Further, the Vendor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**18. Interest of Vendor.** The Vendor 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 Vendor further covenants that in the performance of this agreement no person having any such interest shall be employed.

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

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

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

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

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

- (i) within the scope of the original agreement OR is made pursuant to a provision in the original agreement; AND
- (ii) the Change Order monetary cost is charged solely against those funds encumbered for and at the time the contract was originally executed by the City, that is those funds set forth in the original contract as a not to exceed payment amount OR within the original contract's contingency / allowance / reserve amount (if any is stated therein).

**23.1** Notwithstanding the foregoing, a Change Order shall not include (iii) an upward adjustment to a Vendor's payment claim, or (iv) a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Vendor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Vendor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this agreement. Any contract change NOT fully complying with this Section 23.1 shall be effectuated solely by an amendment to this agreement complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**24. Conflicts or Disputes.** This agreement represents the full and complete concurrence between the City and the Vendor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the agreement, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (a) the City's aforementioned ITB No. 5235 dated June 2, 2015 and (b) the Vendor's proposal responding to the aforementioned ITB No. 5235 dated June 2, 2015 and are hereby fully incorporated by the foregoing reference.

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

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

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

**26. Binding Agreement.** The City and the Vendor each bind themselves, and their successors, assigns and legal representatives to the other party to this agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this agreement.

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

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

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

Vendor: Joseph Caiazzo  
DBA Abbey Vending, Company  
350 Chase River Road  
Waterbury, Connecticut 06704

City: City of Waterbury  
Department of Education  
236 Grand Street  
Waterbury, Connecticut 06702

**30. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

- (i) It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a

violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

- (ii) It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- (iii) It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Vendor 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 Vendor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- (vi) It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this

subsection vi shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

- (vii) The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed 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 (i)-(vii).
- (viii) 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.
- (ix) 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"].
- (x) 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.



- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Vendor 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 Vendor records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature Page to Follow)

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Joseph Caiazzo, dba Abbey Vending, Company

\_\_\_\_\_

By: \_\_\_\_\_  
Owner

\_\_\_\_\_

Date: \_\_\_\_\_

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services doe crt15-166\final contract\6.9.15 final for execution.doc

## **ATTACHMENT A**

City of Waterbury's Invitation to Bid No. 5235 consisting of 15 pages, which includes the Scope of Services and Locations.

**THE CITY OF WATERBURY**  
**DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES**  
**INVITATION TO BID #5235**

Sealed Bids to provide Messenger/Courier Services between Schools and Offices as described in the Scope of Services will be received by the City of Waterbury at the Office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 **until 11:15 a.m. on June 2, 2015** and at that time and place will be publicly opened and read aloud. No bids will be received **after 11:15 a.m.** on the day the bids are to be opened.

The Work consist(s) of daily (Monday through Friday) inter-office mail and small package pick-up and drop-off between the Department of Education's Central Office, currently located in the Chase Building at 236 Grand Street, and school and designated office locations listed in the Scope of Services.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title "**MESSENGER/COURIER SERVICES DEPT OF EDUCATION**" and shall contain the name and address of the Bidder on the envelope.

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

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

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

**END OF SECTION**

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

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THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.3 In evaluating Bids, CITY will consider the qualifications of only those Bidders whose bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

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

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

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

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to The City of Waterbury eProcurement website by **May 22, 2015 at 2:00 p.m.**
- 4.2 The City will issue written clarifications or interpretations by Addenda online at the City of Waterbury eProcurement website not later than **May 26, 2015 at 2:00 p.m.** Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the City.



ARTICLE 5. PRE-BID CONFERENCE – Not Applicable.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the City. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original and two (2) copies are required. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

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

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

#### ARTICLE 9. LOWEST RESPONSIBLE BIDDER

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

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

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

## ARTICLE 11. ACCESS TO SITE

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

## ARTICLE 12. SALES TAX

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

## ARTICLE 13. INSURANCE

13.1 The Contractor shall not commence Work until all insurance required in the City's contract has been obtained by the Contractor and such insurance has been reviewed and approved in writing by the City. The Contractor shall not allow any subcontractor to commence Work until all insurance required of any subcontractor in the City's contract has been obtained and reviewed and approved in writing by the City. Insurance shall be provided by insurers satisfactory to the City and authorized to do business in the State of Connecticut, and with an "A-" Best's Rating or better 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 beyond the Bidder's Total Bid Price, 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 the City's 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 Contractor's date of execution of the contract and shall provide that in the event of cancellation or non-renewal of coverage, the discovery period (or extended reporting period) for insurance claims, so-called "Tail Coverage", shall be available for at least 60 months following the termination date of the contract.

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

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LIMITS/TYPES MAY CHANGE DEPENDING ON SCOPE AND SIZE OF PROJECT

- A. General Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
  - B. Automobile Liability Insurance: \$1,000,000 combined single limit (CSL)
  - C. Workers' Compensation: Statutory Limits within the State of Connecticut
  - D. Excess Liability Insurance: \$3,000,000 per Occurrence / \$3,000,000 aggregate limit
  - E. Third Party Bond: \$25,000 per Loss. City of Waterbury is Loss Payee.
- 

- 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 CITYship, 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. Courier Bonding: Providing coverage for loss sustained by the City due to vendor delivery services result of loss due to theft and other perils customarily covered by bonding 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 a 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 its public officials and its employees and any person acting under, through or for them are listed as additional insured as their interest may appear"**. 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 Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

- 13.2 CONTRACTOR'S costs for all CONTRACTOR insurance required by the contract shall be included in its Total Bid Price and shall include only the CONTRACTOR'S direct and actual costs for such insurance, without any mark-ups by either the CONTRACTOR or SUBCONTRACTORS of any tier.

#### ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

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

#### ARTICLE 15. BID DOCUMENTS.

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

#### ARTICLE 16. Federal, State and Local Employment Requirements.

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

**END OF SECTION**

**THE CITY OF WATERBURY**  
**DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES**  
**SECTION 00300**  
**ADDENDUM ACKNOWLEDGEMENT FORM**

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

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

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

---

**Business Name of Bidder:** \_\_\_\_\_  
(Print or Type)

**By Bidder's Authorized Representative:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

**END OF SECTION**

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES  
SECTION 00400  
BID FORM

Date: \_\_\_\_\_

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

\_\_\_\_\_  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Messenger / Courier Services as outlined in the scope of services:

Per Day Rate for:

7/1/2015 to 6/30/2016

7/1/2016 to 6/30/2017

7/1/2017 to 6/30/2018

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_



The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

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

Respectfully submitted by:

\_\_\_\_\_  
Social Security Number or (Print or Type)  
Federal Identification Number

\_\_\_\_\_  
Business Name of Bidder (Print or Type)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name of Authorized Official (Print or Type)

\_\_\_\_\_  
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

\_\_\_\_\_  
Business Address: (Print or Type)

\_\_\_\_\_  
Business Fax Number: (Print or Type)

\_\_\_\_\_  
City, State, Zip Code: (Print or Type)

\_\_\_\_\_  
Mobile Contact Number: (Print or Type)

\_\_\_\_\_  
Business Telephone Number: (Print or Type)

\_\_\_\_\_  
Business Email Address: (Print or Type)

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

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

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement Form – Section 00300
- c. Bid Form – Section 00400
- d. Scope of Services – Section 00500
- e. Attachment A – Compliance Documents (4)
- f. Attachment B – Sample Contract
- g. Attachment C

END OF SECTION

## THE CITY OF WATERBURY

### DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

#### SECTION 00500

#### SCOPE OF SERVICES

1. **Description of Work** - The contractor agrees to pick-up interoffice out-going mail at the Department of Education Office located in the Chase Building at 236 Grand Street on the third floor between 8:30 a.m. and 9 a.m.; deliver out-going and pick-up in-coming interoffice mail at all Waterbury Public Schools and specified locations between 10:00 a.m. and 12 p.m. (noon); then deliver and sort all in-coming interoffice and specified location mail to the Chase Building interoffice mailboxes on a daily basis (Monday through Friday) by 12:30 p.m. See #9 of the Scope of Services, Section 400 for listing of specific locations. Inter-office mail includes, but is not limited to, ALL interschool materials, payroll reports, report card data material, parcels, school records, outgoing USPS mail, etc. On days when pick-up and delivery of report cards is necessary (list to be provided), these will be picked-up from the Computer Technology Center on the 3<sup>rd</sup> floor of the Chase Building.
2. Complete pick-up and delivery should be made between the hours of 8:30 a.m. and 12:30 p.m. If there is any deviation from this time frame for any reason, the School Business Office must be notified. In order to keep this schedule, it is suggested that at least two (2) routes be set up.
3. A summer schedule shall begin at or around July 1 of each year and shall be performed Tuesdays and Thursdays during July and August up to one week prior to first day of school. Summer routes will include delivery service from and to the Chase Building to all twelve month schools, various schools that operate the Early Childhood School Readiness Program; all Education Offices; the Food Service Office, Supply Warehouse; and Adult Education. The list of locations is subject to change at the discretion of the Superintendent of Schools. Mail service to all schools holding summer school will continue until the end of each school's particular program (generally four to six weeks).
4. Supervision, work assignment and communication with the City by the Contractor will be through the Superintendent of Schools or his agent who will act for and under the direction of the Superintendent of Schools and the Board of Education.
5. Contractor agrees that the City shall solely determine the policy, practices, principles and guidelines pertaining to the services herein contracted for.

6. Contractor agrees that the City shall solely determine the delivery route based on the plan submitted by the Contractor, time schedule and operating procedures for the services herein contracted for and the City shall have the sole jurisdiction and decision on approval.
7. The Contractor agrees to work cooperatively with other departments of the City of Waterbury and with employees of the Department of Education in those matters pertaining to the services contracted herein.
8. The Agreement Period for any contract or purchase order resulting from this Invitation to Bid is anticipated to be July 1, 2015 through June 30, 2018.
9. Courier pick-up and drop-off locations are shown on page 15 of Section 500, Scope of Services.

**MESSENGER / COURIER SERVICES**  
**DELIVERY LOCATIONS**  
For Monday through Friday Delivery  
During the Regular School Year

1	Adult Education	11 Drahér Street
2	Bucks Hill School	330 Bucks Hill Road
3	Bucks Hill School Annex (Separate Entrance)	330 Bucks Hill Road
4	Bunker Hill School	170 Bunker Hill Avenue
5	Carrington School	24 Kenmore Avenue
6	Chase Building	236 Grand Street, 3rd Floor
7	Chase School	40 Woodtick Road
8	Crosby High School	300 Pierpont Road
9	Cross, Wendell School	1255 Hamilton Avenue
10	Driggs School	77 Woodlawn Terrace
11	Duggan School	38 West Porter Street
12	Enlightenment School	30A Church Street
13	Family Intake Center	One Jefferson Square, 1st floor
14	Food Service	62 Harper Avenue
15	Generali School	3196 East Main Street
16	Gilmartin School	94 Spring Lake Road
17	Hopeville School	2 Cypress Street
18	Kennedy High School	422 Highland Avenue
19	Kingsbury School	220 Columbia Boulevard
20	Maloney Magnet School	233 South Elm Street
21	North End Middle School	534 Bucks Hill Road
22	Reed School	33 Griggs Street
23	Regan School	2780 North Main Street
24	Rotella Magnet School	380 Pierpont Road
25	Sprague School	1443 Thomaston Avenue
26	Early Childhood Education Office (Separate Entrance)	1443 Thomaston Avenue
27	State Street School	58 Griggs Street (Temporary Location)
28	Supply	62 Harper Avenue
29	Tinker School	809 Highland Avenue
30	Wallace Middle School	3465 East Main Street
31	Walsh School	55 Dikeman Street
32	Washington School	685 Baldwin Street
33	Waterbury Arts Magnet School	16 South Elm Street
34	Waterbury Career Academy	175 Birch Street
35	West Side Middle School	483 Chase Parkway
36	Wilby High School	568 Bucks Hill Road
37	Wilson School	235 Birch Street

END OF SECTION

## **ATTACHMENT A**

Abbey Vending's response to ITB No. 5235 consisting of 12 pages

ABBEY VENDING - RESPONSE TO RFP #5235

THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

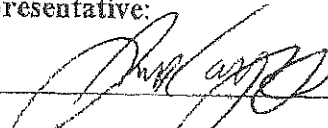
NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

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

Addendum # <u>01</u>	Dated Issued <u>5.22.15</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: Abbey Vending Co.  
(Print or Type)

By Bidder's Authorized Representative:

Signature: 

Name: Joseph CAYAZZO  
(Print or Type)

Title: owner  
(Print or Type)

Date: 6.1.15  
(Print or Type)

END OF SECTION



THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

SECTION 00400

BID FORM

Date: 6-1-15

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

Abbey Vending Co.  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Messenger / Courier Services as outlined in the scope of services:

Per Day Rate for:

7/1/2015 to 6/30/2016

7/1/2016 to 6/30/2017

7/1/2017 to 6/30/2018

\$ 119<sup>00</sup>

\$ 119<sup>00</sup>

\$ 124<sup>00</sup>

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

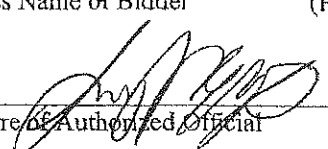
In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

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

Respectfully submitted by:

040-60-7442  
Social Security Number or (Print or Type)  
Federal Identification Number

Abbey Vending Co  
Business Name of Bidder (Print or Type)

  
Signature of Authorized Official

Joseph CAIAZZO  
Name of Authorized Official (Print or Type)

Owner  
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

350 Chase River Road  
Business Address: (Print or Type)

Waterbury Ct 06704  
City, State, Zip Code: (Print or Type)

203 574-3236  
Business Telephone Number: (Print or Type)

203-574-7807  
Business Fax Number: (Print or Type)

203 509-4736  
Mobile Contact Number: (Print or Type)

JCAIAZZO@AOL.COM  
Business Email Address: (Print or Type)

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

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

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

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

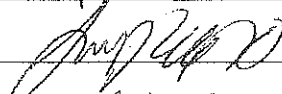
Full Legal Name and address of Recipient, Vendor, or Contractor:

Abbey Vending Co.  
350 Chase River Rd.  
Waterbury Ct 06704

Print Name and Title of Authorized Representative:

Joseph CAIAZZO

Signature of Authorized Representative:

  
Date: 6-1-15

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2014)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

No Contracts with the City

☐

*messenger service*

(Service or Commodity Covered by Contract)

*3 yrs Expire 6-30-15*

(Term of Contract)

---

---

(Service or Commodity Covered by Contract)

(Term of Contract)

---

---

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2014)**

**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

Messenger Service

(Service or Commodity Covered by Purchase Order)

7/14 P.O. # 116352

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2014)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☐

Joseph CAIAZZO

(Name of Official)

Chairman ZBA

(Position with City)

owner

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

Interest Held By:

Self

☒

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

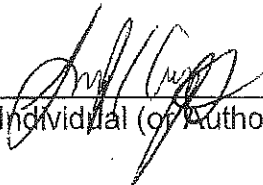
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

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

I have read and agree to the above certification.

Abbey Vending Co  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

6-1-15  
Date

owner - Joseph CAIAZZO  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered





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

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

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS. Waterbury, June 9, 2015

County of New Haven

Joseph Caiazzo, being first duly sworn, deposes and says that:

1. I am the owner of Abbey Vending Company, the Contractor that has submitted the attached agreement.
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
  - X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury
  - X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

# CITY OF WATERBURY

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Joseph Caiazzo	Owner	JC Vending, LLC	Food Service	
2 Joseph Caiazzo	Owner	Frankie's Dairyette	Food Service	
3 Joseph Caiazzo	Owner	Frankie's Enterprises	Food Service	
4 Joseph Caiazzo	Owner	Abbey Vending Company	Food Service	

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

Organization Name	Address	Type of Ownership
1 JC Vending, LLC	350 Chase River Road, Waterbury, CT 06704	LLC
2 Big Frank's Barbeque, dba Caiazzo Backyard Barbeque	572 Watertown Avenue, Waterbury, CT 06708	LLC
3 Frankie's Dairyette	700 Watertown Avenue, Waterbury, CT 06708	Corporation
4 Frankie's Enterprises	348 Chase Avenue, Waterbury, CT 06704	Corporation
5 Abbey Vending Company	70 Phyllis Drive, Waterbury, CT 06708	Sole Proprietor

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 Joseph Caiazzo	Sole Proprietor		

# CITY OF WATERBURY

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

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 Joseph Caiazzo		Frankie's Enterprise	348 Chase Avenue, Waterbury, CT 06704	
2 Joseph Caiazzo		Chestnut Group	348 & 378 Chase Avenue, Waterbury, CT 06704	
3 Joseph Caiazzo		Caiazzo Associates	572/562 Watertown Avenue, Waterbury, CT 06708	
4 Joseph Caiazzo		Caiazzo Properties	700 Watertown Avenue, Waterbury, CT 06708	
5 Joseph Caiazzo		Abbey Group	350 Chase River Road, Waterbury, CT 06704	

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Abbey Vending Company	Waterbury, CT	Waterbury, CT

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

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

**For Partnership/Sole Proprietor**

In presence of:

Margaret Chabini  
Witness

Joseph Caiazzo d.b.a.  
Abbey Vending Company  
Name of Partnership/Business

By: Joseph Caiazzo

350 Chase River Road, Waterbury, CT 06704  
Address of Business

State of Connecticut )

Waterbury; June 9, 2015 ) SS

County of New Haven )

Joseph Caiazzo being duly sworn, deposes and says that he/she is sole proprietor of Abbey Vending Company and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 9 day of June 2015.

Melanie J. Andrash  
(Notary Public)

My Commission Expires: MELANIE J. ANDRASH  
Notary Public, State of Connecticut  
My Commission Expires 10/31/2019

**For Corporation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Signatory

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

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

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_  
Title

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

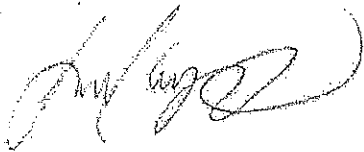
### SOLE PROPRIETOR COMPANY RESOLUTION

I, Joseph Caiazzo, hereby certify that I am the owner duly authorized and  
+3acting owner of the Abbey Vending Company, organized and existing under  
the laws of the State of Connecticut, and do hereby certify that the following  
facts are true and were taken from the records of said sole proprietorship.

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

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

IN WITNESS WHEREOF, I hereunto set my hand of the Abbey Vending Company,  
this second day of June, 2015.

A handwritten signature in dark ink, appearing to read 'Joseph Caiazzo', written in a cursive style.

Joseph Caiazzo, Owner

#9

**AGREEMENT**  
**ITB No. 5234**  
**for**  
**Department of Education Food Services- Courier Services**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Joseph Caiazzo d.b.a. Abbey Vending, Company**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut (the "City") and Joseph Caiazzo d.b.a. Abbey Vending, Company, located at 350 Chase River Road in Waterbury, Connecticut 06704 (the "Vendor"). Trade Name Certificate is duly filed in the City of Waterbury Town Clerk's Office.

**WHEREAS**, the Vendor submitted a proposal to the City responding to RFP No. 5234 for Department of Education Food Services Courier Services; and

**WHEREAS**, the City accepted the Vendor's proposal for RFP No. 5234; and

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

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

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

**1.1** The Project consists of Department of Education Food Service Courier Services, shown on **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- (i) City of Waterbury Invitation to Bid No. 5234, including the Scope of Services and Pick up locations, consisting of 14 pages:



(ii) Abbey Vending's response to ITB No. 5234 consisting of 12 pages.

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

(i) Contract;

(ii) Scope of Services;

(iii) City of Waterbury's Invitation to Bid No. 5234;

(iv) Abbey Vending's Response to Invitation to Bid No. 5234;

(v) Additional Contract Documents, made up of Certification of Debarment, Disclosure Affidavit, Annual Statement of Financial Interests, any applicable licenses.

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

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

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

**3. Responsibilities of the Vendor.** All data, information, etc. given by the City to the Vendor and/or created by the Vendor shall be treated by the Vendor as proprietary to the City

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

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

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

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

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

**3.5 Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc.

shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Vendor shall be that standard of care and skill ordinarily used by other members of the Vendor's profession practicing under the same or similar conditions at the same time and in the same locality. The Vendor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

- (i) it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Vendor to complete Due Diligence prior to submission of its proposal shall be borne by the Vendor. Furthermore the Vendor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;
- (ii) its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
- (iii) it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;
- (iv) it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Vendor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Vendor;
- (v) has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws,

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

(vi) has given the City written notice of any conflict, error or discrepancy that the Vendor has discovered in the Proposal Documents; and

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

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

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

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

**5. Contract Time.** The Firm shall complete all work and services required under this three year contract during the period from July 1, 2015 through June 30, 2018, as per Board of Education approved school calendar.

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

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

**6.1 Fee Schedule.** The fee payable to the Vendor is based on the school calendar. The total amount of this three year contract shall not exceed Seventy-one Thousand and Sixty Dollars (\$71,060) and shall consist of the following payments per year:

- i. For the period of time from July 1, 2015 through June 30, 2016, a flat rate of \$106.00 (One Hundred and Six Dollars) per school day, for total amount not to exceed Twenty-three Thousand Three Hundred and Twenty Dollars (\$23,320);
- ii. For the period of time from July 1, 2016 through June 30, 2017, a flat rate of \$106.00 (One Hundred and Six Dollars) per school day, for total amount not to exceed Twenty-three Thousand Three Hundred and Twenty Dollars (\$23,320);
- iii. For the period of time from July 1, 2017 through June 30, 2018, a flat rate of \$111.00 (One Hundred and Eleven Dollars) per school day for total amount not to exceed Twenty-four Thousand Four Hundred and Twenty Dollars (\$24,420.00).

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

**6.2.1** The Vendor 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 Vendor in an amount equaling the sum or sums of money the Vendor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Vendor's and/or its affiliate's real and personal tax obligations to the City.

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

**6.4 Proposal Costs.** All costs of the Vendor in preparing its proposal for ITB No. 5234 shall be solely borne by the Vendor and are not included in the compensation to be paid by the City to the Vendor under this agreement or any other agreement.

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

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall be the sole property of the City. Vendor and its insurer shall, at all times, assume the risk of loss or damage to City Property, or services provided hereunder, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

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

**8.2** In any and all claims against the City or any of its boards, agents, employees or officers by the Vendor or any employee of the Vendor, 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 Vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

**9.2** The Vendor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Vendor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.3** The Vendor shall maintain the following policies with stated limits in full force and effect for the entire contract period and at all times during which the services are to be performed by the Vendor:

- (i) 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. \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) 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. \$1,000,000.00 combined single limit (CSL);
- (iii) Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut;



(iv) Excess Liability Insurance: Comprehensive general liability umbrella insurance coverage. \$3,000,000.00 per Occurrence / \$3,000,000 aggregate limit;

(v) Third Party Bond: Courier Bonding: Providing coverage for loss sustained by the City during the performance of Vendor's delivery services as provided herein, as a result of loss due to theft and other perils customarily covered by bonding coverage. \$25,000 per Loss. The City of Waterbury shall be named as the Loss Payee.

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

**9.4 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.

**9.5 Certificates of Insurance:** At the time the Vendor executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Vendor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

**9.6** Upon request the Vendor shall deliver to the City a copy of the Vendor's insurance policies, endorsements, and riders.

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

applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

**10.3.1** The Vendor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this agreement. 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 vendor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

## **12. Termination.**

**12.1 Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of the Vendor, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Vendor under this agreement shall, at the option of the City, become the City's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

**12.2 Termination for Convenience of the City.** The City may terminate this agreement at any time for the convenience of the City, by a notice in writing from the City to the Vendor. If this agreement is terminated by the City as provided herein, the Vendor 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 Vendor covered by this agreement, less payments of compensation previously made.

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

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

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

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

**12.4 Rights Upon Cancellation of Termination.**

**12.4.1 Termination for Cause.** In the event the City terminates this agreement, for cause, the Vendor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Vendor shall transfer all licenses to the City which the Vendor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Vendor for such terminated documents, data, studies, reports,

specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Vendor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**12.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Vendor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Vendor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Vendor 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 Vendor may negotiate a mutually acceptable payment to the Vendor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this agreement pertaining to Changes in the Work.

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

**12.4.4 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

**12.5 Ownership of Instruments of Professional Services.** The City acknowledges the Vendor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this agreement, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the

City under this agreement shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

- (i) Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies;
- (ii) Change of law and order, proclamation, regulation, ordinance, or governmental requirement;
- (iii) Delays caused by the Vendor's vendors, except where such delays are the result of lack of adequate coordination by the Vendor.

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

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

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

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

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

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

18. **Interest of Vendor.** The Vendor 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 Vendor further covenants that in the performance of this agreement no person having any such interest shall be employed.

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

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

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



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

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

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

(i) within the scope of the original agreement OR is made pursuant to a provision in the original agreement, AND

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

**23.1** Notwithstanding the foregoing, a Change Order shall not include (iii) an upward adjustment to a Vendor's payment claim, or (iv) a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Vendor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Vendor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this agreement. Any contract change NOT fully complying with this Section 23.1 shall be effectuated solely by an amendment to this agreement complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**24. Conflicts or Disputes.** This agreement represents the full and complete concurrence between the City and the Vendor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the agreement, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (a) the City's aforementioned ITB No. 5234 dated June 2, 2015 and (b) the Vendor's proposal responding to the aforementioned ITB No. 5234 dated June 2, 2015 and are hereby fully incorporated by the foregoing reference.

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

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

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

**26. Binding Agreement.** The City and the Vendor each bind themselves, and their successors, assigns and legal representatives to the other party to this agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this agreement.

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

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

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

Vendor:	Joseph Caiazzo DBA Abbey Vending, Company 350 Chase River Road Waterbury, Connecticut 06704
City:	City of Waterbury Department of Education, Food Service 62 Harper Avenue Waterbury, Connecticut 06705

### **30. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

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

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

(iii) It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Vendor 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 Vendor 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 owed 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature Page to Follow)

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Joseph Caiazzo, dba Abbey Vending, Company

\_\_\_\_\_

By: \_\_\_\_\_  
Owner

\_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

City of Waterbury Invitation to Bid No. 5234, including the Scope of Services and Pick up locations, consisting of 14 pages.



THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

INVITATION TO BID #5234

Sealed Bids for **Courier Services for the Food Services School Lunch Program** will be received by the City of Waterbury at the Office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **11:00 a.m. on June 2, 2015** and at that time and place will be publicly opened and read aloud. No bids will be received after **11:00 a.m.** on the day the bids are to be opened.

The Work consists of pick-up and drop-off on a daily basis (Monday through Friday) between Waterbury Public School locations specified in the attached Scope of Services and Webster Bank located at 145 Bank Street in Waterbury.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **"COURIER SERVICES FOOD SERVICE"** and shall contain the name and address of the Bidder on the envelope.

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

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

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

**END OF SECTION**

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES  
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THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

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

ARTICLE 2. COPIES OF BID DOCUMENTS

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

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

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

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to The City of Waterbury eProcurement website **by May 22, 2015 at 2:00 p.m.**
- 4.2 The City will issue written clarifications or interpretations by Addenda online at the City of Waterbury eProcurement website not later than **May 26, 2015 at 2:00 p.m.** Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the City.

ARTICLE 5. PRE-BID CONFERENCE – Not Applicable.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the City. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original and two (2) copies of the bid are required. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

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

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

#### ARTICLE 9. LOWEST RESPONSIBLE BIDDER

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

#### ARTICLE 10. AWARD AND EXECUTION OF CONTRACT

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

## ARTICLE 11. ACCESS TO SITE

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

## ARTICLE 12. SALES TAX

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

## ARTICLE 13. INSURANCE

13.1 The Contractor shall not commence Work until all insurance required in the City's contract has been obtained by the Contractor and such insurance has been reviewed and approved in writing by the City. The Contractor shall not allow any subcontractor to commence Work until all insurance required of any subcontractor in the City's contract has been obtained and reviewed and approved in writing by the City. Insurance shall be provided by insurers satisfactory to the City and authorized to do business in the State of Connecticut, and with an "A-" Best's Rating or better 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 beyond the Bidder's Total Bid Price, 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 the City's 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 Contractor's date of execution of the contract and shall provide that in the event of cancellation or non-renewal of coverage, the discovery period (or extended reporting period) for insurance claims, so-called "Tail Coverage", shall be available for at least 60 months following the termination date of the contract.

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

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LIMITS/TYPES MAY CHANGE DEPENDING ON SCOPE AND SIZE OF PROJECT

- A. General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
  - B. Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)
  - C. Workers' Compensation: Statutory Limits within the State of Connecticut
  - D. Excess Liability Insurance: \$3,000,000.00 per Occurrence / \$3,000,000 aggregate limit
  - E. Third Party Bond: \$5,000 per Loss. City of Waterbury is Loss Payee.
- 

- 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 CITYship, 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. Courier Bonding: Providing coverage for loss sustained by the City due to vendor delivery services result of loss due to theft and other perils customarily covered by Bonding 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 a 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 its public officials and its employees and any person acting under, through or for**



them are listed as additional insured as their interest may appear". 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 Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

- 13.2 CONTRACTOR'S costs for all CONTRACTOR insurance required by the contract shall be included in its Total Bid Price and shall include only the CONTRACTOR'S direct and actual costs for such insurance, without any mark-ups by either the CONTRACTOR or SUBCONTRACTORS of any tier.

#### ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

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

#### ARTICLE 15. BID DOCUMENTS.

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

#### ARTICLE 16. Federal, State and Local Employment Requirements.

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

**END OF SECTION**

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES  
SECTION 00300  
ADDENDUM ACKNOWLEDGEMENT FORM

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

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

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

---

Business Name of Bidder: \_\_\_\_\_  
(Print or Type)

By Bidder's Authorized Representative:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)  
Date: \_\_\_\_\_  
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00400

BID FORM

Date: \_\_\_\_\_

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

\_\_\_\_\_  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

**For Courier Services for Food Service as outlined in the bid specifications**

**Per Day Rate**

7/1/2015 to 6/30/2016

7/1/2016 to 6/30/2017

7/1/2017 to 6/30/2018

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

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

Respectfully submitted by:

\_\_\_\_\_  
Social Security Number or (Print or Type)  
Federal Identification Number

\_\_\_\_\_  
Business Name of Bidder (Print or Type)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name of Authorized Official (Print or Type)

\_\_\_\_\_  
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

\_\_\_\_\_  
Business Address: (Print or Type)

\_\_\_\_\_  
Business Fax Number: (Print or Type)

\_\_\_\_\_  
City, State, Zip Code: (Print or Type)

\_\_\_\_\_  
Mobile Contact Number: (Print or Type)

\_\_\_\_\_  
Business Telephone Number: (Print or Type)

\_\_\_\_\_  
Business Email Address: (Print or Type)

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

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

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement Form – Section 00300
- c. Bid Form – Section 00400
- d. Scope of Services – Section 00500
- e. Attachment A – Compliance Documents
- f. Attachment B – Sample Contract
- g. Attachment C

**END OF SECTION**

## THE CITY OF WATERBURY

### DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

#### SECTION 00500

#### SCOPE OF SERVICES

1. **Description of Work** - The Contractor agrees to pick-up bank bags from specified locations and deposit the bank bags at Webster Bank on 145 Bank Street in Waterbury, CT 06702 on a daily basis (Monday through Friday). See item #8 in Section 500, Scope of Services for a list of locations and frequency of deposits. Pick-up and deposits are to be made when schools are in session (approximately 182 days per year; see item #8 also). If there is any deviation from this time frame for any reason, the Food Service Office must be notified immediately. The list of locations is subject to change at the discretion of the Superintendent of Schools.
2. Supervision, work assignment and communication with the City by the Contractor will be through the Superintendent of Schools or his agent who will act for and under the direction of the Superintendent of Schools and the Board of Education.
3. Contractor agrees that the City shall solely determine the policy, practices, principles and guidelines pertaining to the services herein contracted for.
4. Contractor agrees that the City shall solely determine the delivery route, time schedule and operating procedures for the services herein contracted for and the City shall have the sole jurisdiction and decision on approval.
5. The Contractor agrees to work cooperatively with other departments of the City of Waterbury and with employees of the Department of Education in those matters pertaining to the services contracted herein.
6. The Contractor will bill the Waterbury Board of Education, Food Service Department, monthly unless otherwise notified in writing. Billing must be complete and received by the Food Service Department by the fifth day of the month following the month in which service was rendered.
7. The Agreement Period for any contract or purchase order resulting from this Invitation to Bid is anticipated to be July 1, 2015 through June 30, 2018.
8. The Courier Pick-Up Locations are shown on page 14 of Section 500, Scope of Services.

## FOOD SERVICE COURIER PICK-UP LOCATIONS

Daily During the School Year

	SCHOOL	LOCATION	P/U FREQUENCY
1	Bucks Hill School	330 Bucks Hill Road	Wed & Fri
2	Bunker Hill School	170 Bunker Hill Avenue	Wed & Fri
3	Carrington School	24 Kenmore Avenue	Wed & Fri
4	Chase School	40 Woodtick Road	Wed & Fri
5	Crosby High School *	300 Pierpont Road	Daily
6	Cross, Wendell School	1255 Hamilton Avenue	Wed & Fri
7	Driggs School	77 Woodlawn Terrace	Wed & Fri
8	Duggan School	38 West Porter Street	Wed & Fri
9	Enlightenment School	30 Church Street	Wed & Fri
10	Generali School	3196 East Main Street	Wed & Fri
11	Gilmartin School	94 Spring Lake Road	Wed & Fri
12	Hopeville School	2 Cypress Street	Wed & Fri
13	Kennedy High School	422 Highland Avenue	Daily
14	Kingsbury School	220 Columbia Boulevard	Wed & Fri
15	Maloney Magnet School	233 South Elm Street	Wed & Fri
16	Reed School	33 Griggs Street	Wed & Fri
17	Regan School	2780 North Main Street	Wed & Fri
18	Rotella Magnet School	380 Pierpont Road	Daily
19	Sprague School	1443 Thomaston Avenue	Wed & Fri
20	State Street School	58 Griggs Street (Temporary Location)	Wed & Fri
21	Tinker School	809 Highland Avenue	Wed & Fri
22	Walsh School	55 Dikeman Street	Wed & Fri
23	Washington School	685 Baldwin Street	Wed & Fri
24	Waterbury Arts Magnet School	16 South Elm Street	Daily
25	Waterbury Career Academy	175 Birch Street	Daily
26	West Side Middle School	483 Chase Parkway	Daily
27	Wilby High School **	568 Bucks Hill Road	Daily
28	Wilson School	235 Birch Street	Wed & Fri

\* Crosby High School includes Wallace Middle School.

\*\* Wilby High School includes North End Middle School.

***All bank bags will be deposited at Webster Bank located at 145 Bank Street in Waterbury. The High School and Middle School deposits may be picked-up at the Food Service Manager's Office, between the hours of 10:00 am and 12:00 p.m. (noon).***

END OF SECTION

## ATTACHMENT A

Abbey Vending's response to ITB No. 5234 consisting of 12 pages.



THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

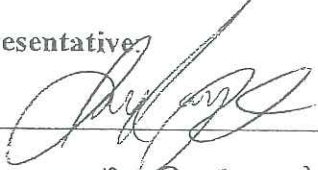
NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

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

Addendum #	<u>01</u>	Dated Issued	<u>5.22.15</u>
Addendum #	<u>          </u>	Dated Issued	<u>          </u>
Addendum #	<u>          </u>	Dated Issued	<u>          </u>
Addendum #	<u>          </u>	Dated Issued	<u>          </u>
Addendum #	<u>          </u>	Dated Issued	<u>          </u>
Addendum #	<u>          </u>	Dated Issued	<u>          </u>

Business Name of Bidder: Abbey Vending Co  
(Print or Type)

By Bidder's Authorized Representative

Signature: 

Name: owner Joseph CAIAZZO  
(Print or Type)

Title: owner  
(Print or Type)

Date: 6.1.15  
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00400

BID FORM

Date: 6-1-15

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

Abbey Vending Co  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Courier Services for Food Service as outlined in the bid specifications

Per Day Rate

7/1/2015 to 6/30/2016

7/1/2016 to 6/30/2017

7/1/2017 to 6/30/2018

\$ 106.00

\$ 106.00

\$ 111.00

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

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

Respectfully submitted by:

040.60.7442  
Social Security Number or (Print or Type)  
Federal Identification Number

Abbey Vending Co  
Business Name of Bidder (Print or Type)

[Signature]  
Signature of Authorized Official

Joseph CAIAZZO  
Name of Authorized Official (Print or Type)

owner  
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

350 Chase River Rd  
Business Address: (Print or Type)

Waterbury Ct 06704  
City, State, Zip Code: (Print or Type)

203-574-3236  
Business Telephone Number: (Print or Type)

203 574-7867  
Business Fax Number: (Print or Type)

203 509-4736  
Mobile Contact Number: (Print or Type)

JCAIAZZO@AOL.COM  
Business Email Address: (Print or Type)

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

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

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

unless authorized by the department or agency with which this transaction originated.

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

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

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

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

Certification

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

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

Abbey Vending Co  
350 Chase River Rd  
Waterbury Ct 06704.

Print Name and Title of Authorized Representative:

Joseph CAIAZZO

Signature of Authorized Representative:

Date:

6-1-15

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2014)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Courier Service  
(Service or Commodity Covered by Contract)

3 YRS Expire 6-30-15  
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2014)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

*Courier Service*

(Service or Commodity Covered by Purchase Order)

*7/14 P.O. # 117952*

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2014)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☐

Joseph CAIAZZO  
(Name of Official)

CHAIRMAN ZBA  
(Position with City)

owner

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

Interest Held By:

Self

☒

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

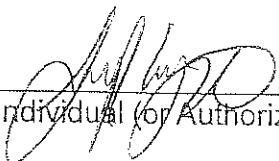
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

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

I have read and agree to the above certification.

Abbey Vending Co  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

6-1-15  
Date

Joseph CAIAZZO - owner  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒



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

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

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS. Waterbury, June 9, 2015

County of New Haven

Joseph Caiazzo, being first duly sworn, deposes and says that:

1. I am the owner of Abbey Vending Company, the Contractor that has submitted the attached agreement.
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
  - X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury
  - X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

## CITY OF WATERBURY

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Joseph Caiazzo	Owner	JC Vending, LLC	Food Service	
2 Joseph Caiazzo	Owner	Frankie's Dairyette	Food Service	
3 Joseph Caiazzo	Owner	Frankie's Enterprises	Food Service	
4 Joseph Caiazzo	Owner	Abbey Vending Company	Food Service	

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

Organization Name	Address	Type of Ownership
1 JC Vending, LLC	350 Chase River Road, Waterbury, CT 06704	LLC
2 Big Frank's Barbeque, dba Caiazzo Backyard Barbeque	572 Watertown Avenue, Waterbury, CT 06708	LLC
3 Frankie's Dairyette	700 Watertown Avenue, Waterbury, CT 06708	Corporation
4 Frankie's Enterprises	348 Chase Avenue, Waterbury, CT 06704	Corporation
5 Abbey Vending Company	70 Phyllis Drive, Waterbury, CT 06708	Sole Proprietor

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 Joseph Caiazzo	Sole Proprietor		

## CITY OF WATERBURY

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

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 Joseph Caiazzo		Frankie's Enterprise	348 Chase Avenue, Waterbury, CT 06704	
2 Joseph Caiazzo		Chestnut Group	348 & 378 Chase Avenue, Waterbury, CT 06704	
3 Joseph Caiazzo		Caiazzo Associates	572/562 Watertown Avenue, Waterbury, CT 06708	
4 Joseph Caiazzo		Caiazzo Properties	700 Watertown Avenue, Waterbury, CT 06708	
5 Joseph Caiazzo		Abbey Group	350 Chase River Road, Waterbury, CT 06704	

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Abbey Vending Company	Waterbury, CT	Waterbury, CT

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

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

For Partnership/Sole Proprietor

In presence of:

Margaret Clark  
Witness

Joseph Caiazzo d.b.a.  
Abbey Vending Company  
Name of Partnership/Business

By: Joseph Caiazzo

350 Chase River Road, Waterbury, CT 06704  
Address of Business

State of Connecticut )

Waterbury; June 9, 2015 ) SS

County of New Haven )

Joseph Caiazzo being duly sworn, deposes and says that he/she is sole proprietor of Abbey Vending Company and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 9 day of June 2015.

Melanie J. Andrash  
(Notary Public)

My Commission Expires: MELANIE J. ANDRASH  
Notary Public, State of Connecticut  
My Commission Expires 10/31/2019

For Corporation

Witness \_\_\_\_\_

\_\_\_\_\_  
Name of Corporate Signatory

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

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

Its: \_\_\_\_\_  
Title \_\_\_\_\_

) SS

County of \_\_\_\_\_ )

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

My Commission Expires: \_\_\_\_\_ (Notary Public)

### SOLE PROPRIETOR COMPANY RESOLUTION

I, Joseph Caiazzo, hereby certify that I am the owner duly authorized and acting owner of the Abbey Vending Company, organized and existing under the laws of the State of Connecticut, and do hereby certify that the following facts are true and were taken from the records of said sole proprietorship.

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

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

IN WITNESS WHEREOF, I hereunto set my hand of the Abbey Vending Company, this second day of June, 2015.

A handwritten signature in dark ink, appearing to read 'Joe Caiazzo', with a stylized flourish at the end.

Joseph Caiazzo, Owner

#10

**Amendment Number 1  
TO  
Other Professional Services Agreement  
RFP No. 4499  
for  
Athletic Trainer Services for Interscholastic Athletics-Waterbury Public Schools  
between  
The City of Waterbury, Connecticut  
and  
Advanced Physical Therapy, LLC**

**THIS AMENDMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and Advanced Therapy Associates, LLC, a Connecticut Limited Liability Company doing business at 465 Wolcott Road, Wolcott, CT 06716 (the "Trainer/Vendor").

**WHEREAS**, the parties hereto executed a contract commencing on September 6, 2012 for Athletic Trainer Services for Interscholastic Athletics for Waterbury Public Schools; and

**WHEREAS**, the parties wish to amend said contract as follows:

**NOW THEREFORE**, the parties hereby agree and covenant to amend the original contract as follows:

**1. Compensation.** The parties hereby agree to amend the above contract in the following manner. Both paragraphs so amended shall be removed in their entirety and replaced with the following:

**1.1** Paragraph 6B of the September 6, 2012 contract shall be removed and replaced with the following:

(i) Payment for the First Option Period. The fee payable to the Trainer/Vendor for the First Option Period shall not exceed Five Thousand Nine Hundred Forty Dollars (\$5,940.00), for a thirty-six (36) week period. The basis of payment being as follows:

(a) Twenty-Seven Dollars and Fifty Cents (\$27.50) per hour.

**1.2** Paragraph 6C of the September 6, 2012 contract shall be removed and replaced with the following:

(i) Payment for the First Second Option Period. The fee payable to the Trainer/Vendor for the Second Option Period shall not exceed Six Thousand

Four Hundred Eighty Dollars (\$6,480.00), for a thirty-six (36) week period. The basis of payment being as follows:

(a) Thirty Dollars (\$30.00) per hour.

2. All other terms, conditions and provisions of the original contract remain in full force and effect and binding upon the parties.

**IN WITNESS WHEREOF**, the parties hereto executed this contract on the dates signed below.

**TRAINER/VENDOR**  
**ADVANCED PHYSICAL THERAPY, LLC**

**Witness**

Sign and print two (2) witness names

\_\_\_\_\_

By: \_\_\_\_\_  
**Dave Donnelly, Owner**

\_\_\_\_\_

Date: \_\_\_\_\_

**Witness**

Sign and Print two (2) witness names

\_\_\_\_\_

**CITY OF WATERBURY**

By: \_\_\_\_\_  
**Neil M. O'Leary, Mayor**

\_\_\_\_\_

Date: \_\_\_\_\_



#11

**REQUEST FOR FIELD TRIP****Revised 07/17/13**

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

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

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

Date Submitted: MAY 29, 2015 Name of Travel Agency (if applicable): DURHAM BUS

1) Requested by: <u>LTC JEFFREY T. ADAMS</u>	<u>CROSBY</u>	<u>09-12 / JROTC</u>
Name of Staff Member	School	Grade level/Subject

2) How many students? 20

3) Name of destination: FORT DEVENS, JACKSON ROAD

4) City/State of destination: DEVENS, MA 01433

5) Departure: <u>22</u>	<u>JUNE</u>	<u>08:30 A.M.</u>
Day	Date	Time

6) Return: <u>26</u>	<u>JUNE</u>	<u>10:00 A.M.</u>
Day	Date	Time

7) Is school in session during this field trip? NO

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

JROTC Summer Camp will be held at the Devens Reserve Forces Training Area, and will introduce JROTC Cadets to life in a military setting. Summer Camp will provide a safe environment for the practical application of good Citizenship and leadership techniques.

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

- To provide a safe, healthy and fun training environment that is both physically and mentally challenging.
- To provide activities not normally available in school.
- To provide hands-on training designed to develop leadership, discipline, teamwork and self-confidence.

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

How to interact with peers, build leadership skills, and have fun with challenging activities.

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

Leadership, followership, teamwork, and problem solving.  
To allow cadets to participate in citizenship-building exercises.  
To allow students to develop away from a home environment.

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

By application of leadership experiences gained at Summer Camp and applied to leadership positions in JROTC at Crosby High School.

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

To give students the opportunity to experience living and interacting with their peers in a military setting.  
To take advantage of recreational/military facilities available at Fort Devens and to have fun.  
To develop lifelong skills and apply them to real world situations.

14) Transportation: Type/name of Approved PUC Carrier

Durham Bus

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

Name	Phone Number	Name	Phone Number
1. LTC JEFFREY ADAMS	413-519-2392	4	
2. SFC HENRY ROWLAND	203-232-6152	5.	
3		6	

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

Teacher(s) as chaperones: LTC Jeffrey Adams, and SFC Henry Rowland

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.)

Total cost for Campers is \$40 and \$10 for helpers. JROTC fundraiser funds will pay for helpers. Fees cover all costs for food, transportation, billeting and training at Fort Devens, MA.

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

\$40 per camper no cost for Helpers, Chaperones or Cadre.

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

20) What is the approximate cost all chaperones?

No charge for helpers, chaperones or cadre.

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

Teacher	Subject/Grade	Teacher	Subject/Grade
1. LTC Adams/SFC Rowland	JROTC / Grade 9-12	4.	
2.		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  
Signature of School Nurse

5-29-15

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

\_\_\_\_\_  
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 ☐

AmCellman  
Signature of Superintendent/Designee/ILD

6/2/15

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.**

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Thurs., June 11, 2015 (Tinker School)  
**BOARD MEETING:** Thurs., June 18, 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:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Human Resources	Wilby café: Thurs., July 16th 2:00-4:00 pm
M.A. Bunnell	(Paraprofessional exam)
C. Swain	Gilmartin Cafetorium: Wed., June 17 <sup>th</sup> , 5:00 - 9:00 pm (BOE bldg. comm.)
	Gilmartin Cafetorium: Tues., June 23 <sup>rd</sup> , 5:30 - 9:00 pm (joint BOE/BOA mtg.)

Approved:

Felix M. Rodriguez

Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

# REQUEST FOR USE OF SCHOOL FACILITIES

## School/City Personnel Use only

TO: S. McCasland, School Business Office

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

DATE: June 9, 2015

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

NAME OF SCHOOL REQUESTED: Gilmartin Cafetorium

Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café ☒

Rooms ☐ \_\_\_\_\_  
(specify room)

DATES REQUESTED:

Wednesday, June 17, 2015 From: 5:00 p.m. To: 9:00'sh p.m.

Tuesday, June 23, 2015 From: 5:30 p.m. To: 9:00'sh p.m.

For the following purpose: 6/17 – BOE Building Committee and 6/23 – Joint BOE and BOA Meeting.

June 9, 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.

#12

**COMMITTEE ON SCHOOL FACILITIES & GROUNDS**

**WORKSHOP:** Thurs., June 11, 2015 (Tinker School)  
**BOARD MEETING:** Thurs., June 18, 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:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Human Resources M.A. Bunnell	Wilby café: Thurs., July 16th 2:00-4:00 pm (Paraprofessional exam)
C. Swain	WAMS atrium: Wed., June 17th 5:00-9:00pm (BOE bldg. comm.) WAMS atrium: Tues., June 23rd 5:30-9:00pm (joint BOE/BOA mtg.)

Approved:

Felix M. Rodriguez

Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

SCHOOL PERSONNEL USE ONLY

JUN - 5 2015

DATE: 6-3-15

TO: SCHOOL BUSINESS OFFICE

FROM: Mary Ann Bunnell  
Human Resource Asst.  
Civil Service Office

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

NAME OF SCHOOL REQUESTED: Wilby High School

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: Thursday July 16, 2015

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

FOR THE FOLLOWING PURPOSES:

Paraprofessional Open Competitive Exam #2077

Mary Ann Bunnell  
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.

# REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

TO: S. McCasland, School Business Office

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

DATE: June 9, 2015

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

NAME OF SCHOOL REQUESTED: WAMS Atrium

Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café ☐

Rooms ☒ Atrium  
(specify room)

DATES REQUESTED:

Wednesday, June 17, 2015 From: 5:00 p.m. To: 9:00'sh p.m.

Tuesday, June 23, 2015 From: 5:30 p.m. To: 9:00'sh p.m.

For the following purpose: 6/17 – BOE Building Committee and 6/23 – Joint BOE and BOA Meeting.

June 9, 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.



#13

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Thurs., June 11, 2015 (Tinker School)  
BOARD MEETING: Thurs., June 18, 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:

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

P.A.L. Wilby pool: 6/29-7/23/15 Monday thru Thursday noon – 8:00 pm  
Ofc. Chris Amatruda (swimming program)

MONIES COLLECTED TO DATE:

\$ 100,538.50

Approved:

---

Felix M. Rodriguez

---

Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

These activities are completed and have been billed:

Nationals, Inc.  
Sacred Heart H.S.  
First Oronoke Condo Assoc.

MAY. 29. 2015 12:35PM

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

NO. 5080 P. 2

CONTRACT#

MAY 29 2015

APPLICANT Chris Amatore NAME OF ORGANIZATION Wtby PAL  
ADDRESS 64 Division St Wtby CT 06704 TELEPHONE # 203-346-3921  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Wtby DATES June 29th - July 23rd ROOM(S) Pool  
Mon-Thurs  
OPENING TIME 12pm CLOSING TIME 8pm PURPOSE Swimming Program  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 550  
SIGNATURE OF APPLICANT [Signature] DATE 5/30/15  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Meaghan Spagnolo 203-509-5457

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. EA (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. 574-8963 FIRE DEPT. 587-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

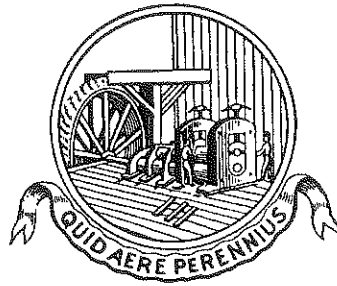
Pink-Principal

Blue-Custodian

# Communications



Packet week ending 6/9/15



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

June 1, 2015

Terri Miller  
14 Heritage Dr.  
Prospect, CT 06712

Dear Ms. Miller:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ Rotella Elementary School (Req.#15-51;HRIS#2015156) (salary in accordance with the WTA contract).

Please call Shuana Tucker, Talent Professional Development Supervisor to discuss the details of the position. The telephone number is (203) 574-8022.

Failure to call the above named individual by June 8, 2015 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

Lisa Dunn  
Human Resources Generalist

LS/sd

cc: Board of Education  
Shuana Tucker, Talent Prof Devpmt Spvsr  
Dr. Ouellette, Supt. of Schools  
file

# UNITED STATES DISTRICT COURT

for the  
District of Connecticut

Eddie C. Mullen

Plaintiff

v.

Waterbury Board Of Education

Defendant

Civil Action No. 3:15-cv-00023-VLB

## NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Waterbury Board Of Education

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

### Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

### What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date:

4/24/15

Eddie C. Mullen

Signature of the attorney or unrepresented party

Eddie C. Mullen

Printed name

43 Fiume Street

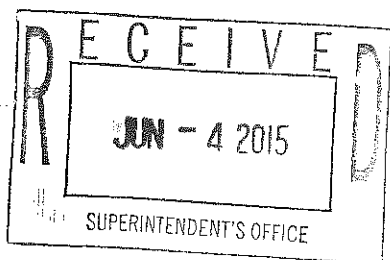
Address

Catville Ct 06779

E-mail address

860 274-6676

Telephone number



# UNITED STATES DISTRICT COURT

for the  
District of Connecticut

Eddie C. Mullen

*Plaintiff*

v.

Waterbury Board Of Education

*Defendant*

Civil Action No. 3:15-cv-00023-VLB

## WAIVER OF THE SERVICE OF SUMMONS

To: Eddie C. Mullen

*(Name of the plaintiff's attorney or unrepresented plaintiff)*

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from \_\_\_\_\_, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of the attorney or unrepresented party*

\_\_\_\_\_  
*Printed name of party waiving service of summons*

\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*E-mail address*

\_\_\_\_\_  
*Telephone number*

### Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

MOTREF,PROSE,TPS

**U.S. District Court**  
**United States District Court for the District of Connecticut (New Haven)**  
**CIVIL DOCKET FOR CASE #: 3:15-cv-00023-VLB**  
**Internal Use Only**

Mullen v Waterbury Board of Education  
Assigned to: Judge Vanessa L. Bryant  
Referred to: Judge Thomas P. Smith  
Cause: 42:2000e Job Discrimination (Employment)

Date Filed: 01/07/2015  
Jury Demand: None  
Nature of Suit: 442 Civil Rights: Jobs  
Jurisdiction: Federal Question

Date Filed	#	Docket Text
01/22/2015	8	ORDER REFERRING CASE to Magistrate Judge Thomas P. Smith for a ruling on <u>2</u> MOTION for Leave to Proceed in forma pauperis Signed by Judge Vanessa L. Bryant on 1/22/15.(LaLone, L.) (Entered: 01/22/2015)
04/08/2015	9	ORDER granting <u>2</u> Motion for Leave to Proceed in forma pauperis. Signed by Judge Thomas P. Smith on April 8, 2015. (Jones, E.) (Entered: 04/08/2015)



**Other Orders/Judgments**

3:15-cv-00023-VLB Mullen v  
Waterbury Board of Education

MOTREF,PROSE,TPS

**U.S. District Court****United States District Court for the District of Connecticut****Notice of Electronic Filing**

The following transaction was entered on 4/8/2015 at 4:39 PM EDT and filed on 4/8/2015

**Case Name:** Mullen v Waterbury Board of Education

**Case Number:** 3:15-cv-00023-VLB

**Filer:**

**Document Number:** 10

**Docket Text:**

**ORDER.** Although plaintiff satisfies requirements for indigency, and as such has been granted leave to proceed in forma pauperis (See Dkt. # [9]), his Complaint fails to meet pleading standards under Rule 8 of the Federal Rules of Civil Procedure. Accordingly, plaintiff shall file an amended Complaint by May 5, 2015. See attached. Signed by Judge Thomas P. Smith on April 8, 2015. (Jones, E.)

**3:15-cv-00023-VLB Notice has been electronically mailed to:**

**3:15-cv-00023-VLB Notice has been delivered by other means to:**

Eddie C. Mullen  
43 Fiume St  
Oakville, CT 06779

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1034868047 [Date=4/8/2015] [FileNumber=4143743-0]  
[74d1e0088c77be03a50687f32cb0dac6a217952ee987f230d0167fd5d0e6f1d791ee  
4d4532473430719942b7415178dbb38b559efff35959c5a531dfdd[f27045]]]

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

EDDIE C. MULLEN,  
- Plaintiff

v.

CIVIL NO. 3:15-CV-00023 (VLB)

WATERBURY BOARD OF EDUCATION,  
- Defendant

ORDER ON MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS

Plaintiff, proceeding *pro se*, brings this action against the City of Waterbury Board of Education. Plaintiff alleges he was not hired on the basis of his color, race and disability in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq.; and the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701, et seq. Dkt. #1 at 1-3. Plaintiff has also filed motion for leave to proceed *in forma pauperis* pursuant to 28 U.S.C. §1915. See Dkt. #1. Plaintiff has attached to his Complaint notice of right to sue from the U.S. Equal Employment Opportunity Commission ["EEOC"], dated November 26, 2014. Id.

The decision to grant *in forma pauperis* status is a two-step process: (1) first, the court determines whether a plaintiff's financial status merits proceeding with the action without prepaying the filing fee, and if it does, (2) the court

considers the merits of the claim. Andrews v. Conn., No. Civ. 3:04 MO 345 (TPS), 2005 WL 2136913, at \*1 (D. Conn. Aug. 19, 2005) (citation omitted).

The same statute that authorizes the Court to grant *in forma pauperis* status also contains a provision that protects against the abuse of this privilege. Subsection (e) provides that the Court "shall dismiss the case at any time if the court determines that. . . the action . . . (i) is frivolous or malicious; (ii) fails to state a claim upon which relief may be granted; or (iii) seeks monetary relief against a defendant who is immune from such relief." 28 U.S.C. 1915(e) (2) (B).

Plaintiff satisfies the first step of the Court's inquiry based on the information in his financial affidavit. Accordingly, plaintiff's motion to proceed *in forma pauperis* has been granted. Dkt. #9. However, the Court is unclear as to the nature and circumstances of plaintiff's claim. Plaintiff indicates he was discriminated against during the hiring process. (Dkt. #1 at 2-3). Plaintiff also indicates he would accept as relief reinstatement to his former position. Dkt. #1 at 5. Other than a copy of the EEOC's notice of right to sue, no other substantive details regarding plaintiff's claim can be discerned.<sup>1</sup> Furthermore, plaintiff alleges he was discriminated against on the basis of color, race and disability however he

---

<sup>1</sup> The EEOC letter indicates only that it adopted the findings of the state or local agency that investigated the charge. (Dkt. #1 at 7).

fails to include his color, race, and/or the nature of his disability.

The pleading standard under Rule 8 of the Federal Rules of Civil Procedure "demands more than an unadorned, the-defendant-unlawfully-harmed-me accusation." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (citations omitted). As the U.S. Supreme Court explained in Iqbal, a "pleading that offers labels and conclusions . . . will not do. Nor does a complaint suffice if it tenders naked assertions devoid of further factual enhancement." Id. (citations & internal quotations omitted). Even affording plaintiff the liberal construction he is entitled as a *pro se* litigant, the Complaint fails to meet the Rule 8 pleading standard. See, e.g., Triestman v. Fed. Bureau of Prisons, 470 F.3d 471, 474-75 (2d Cir.2006).

Accordingly, on or before May 5, 2015, plaintiff shall file an amended complaint clarifying the nature and circumstances of his claim, including specific facts in support of each claim.

IT IS SO ORDERED.

Dated at Hartford, Connecticut, this 8th day of April, 2015.

/s/ Thomas P. Smith  
Thomas P. Smith  
United States Magistrate Judge

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

FILED

15 JAN 7 AM 10 53

Eddie C. Mullen

Plaintiff,

v.

Board of Education WBY Ct

Defendant(s).

Case No. 3:15CV23(VLB)  
(To be supplied by the Court)

COMPLAINT FOR EMPLOYMENT DISCRIMINATION

1. Plaintiff resides at the following location: 43 Fume Street  
Oakville Ct 06779

2. Defendant(s) reside(s) at the following location [Attach additional sheets if more space is required]: City of Waterbury Board of  
Education 235 Grand Street Waterbury  
Ct 06702

3. This action is brought pursuant to [Check all spaces that apply to the type of claim(s) you wish to assert against the Defendant(s)]:



Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq., for employment discrimination on the basis of race, color, religion, sex, or national origin. Jurisdiction is specifically conferred on this Court by 42 U.S.C. § 2000e-5(f). Equitable and other relief is sought under 42 U.S.C. § 2000e-5(g) and the Civil Rights Act of 1991, 42 U.S.C. § 1981a.



Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621, et seq., for employment discrimination based upon age. Jurisdiction is alleged pursuant to 28 U.S.C. §§ 1331, 1337, and/or 1343. Equitable and other relief is sought under 29 U.S.C. §§ 626(b) and (c) or §§ 633a(b) and (c).

My Year of Birth is: 3/22/53

☒ Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701, et seq., for employment discrimination on the basis of a disability against an employer which constitutes a program or activity receiving Federal financial assistance. Jurisdiction is asserted under 28 U.S.C. §§ 1331, 1337 and/or 1343. Equitable and other relief is sought under 29 U.S.C. § 794a.

☐ Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq., for employment discrimination on the basis of a disability against a private employer. Jurisdiction is specifically conferred on this Court by 42 U.S.C. § 2000e-5(f). See 42 U.S.C. § 12117(a). Equitable and other relief is sought pursuant to 42 U.S.C. § 2000e-5(g). Id.

4. List all cases you have filed in this court in the last ten (10) years. Use additional sheets if necessary: .

NONE THIS COURT  
EEOC charge No 16A-2012-00960

5. The acts complained of in this suit concern [Check all spaces that are applicable to your claim(s)]:

(A) ☒ Failure to hire me. I was refused a job on the following date(s): 10/2011 OR 11/2011

(B) ☐ Termination of my employment. I was terminated from my employment on the following date: \_\_\_\_\_

(C) ☐ Failure to promote me. I was refused a promotion on the following date(s): \_\_\_\_\_

(D) ☐ Other acts as specified below: \_\_\_\_\_

6. The conduct of the Defendant(s) was discriminatory because it was based upon: race ☒ color ☒ religion ☐ sex ☐ age ☐ national origin ☐ or disability ☒. [Please check all applicable bases for your claim of discrimination and explain further, if necessary]: \_\_\_\_\_

7. The facts surrounding my claim of employment discrimination are as follows  
[Attach additional sheets, if necessary]:

*Improperly disposed of doing the  
process of hiring me.*

8. The approximate number of persons who are employed by the Defendant employer I am suing is: \_\_\_\_\_.

9. The alleged discrimination occurred on or about the following date(s) or time period: 10/20/2011 OR 11/2011

10. I filed charges with the:

☐

Equal Employment Opportunity Commission

☒

Connecticut Commission on Human Rights and Opportunities

11. The Equal Employment Opportunity Commission issued a Notice of Right to Sue letter (**copy attached**), which I received on or about the following date: 1/28/2014.

[**NOTE:** If you filed charges with the EEOC or the CHRO, you **MUST** attach a copy of the Notice of Right to Sue letter for this Court to consider your claim(s). Failure to do so may result in delaying consideration of your claim(s).]

12. The EEOC or the CHRO determined that there was no probable cause to believe that discrimination occurred. My reasons for questioning that determination are as follows [Attach additional sheets, if necessary]:

I did not have an attorney to help me to confront properly this form of discrimination.

13. If relief is not granted, I will be irreparably denied rights secured under the law(s) referred to in Item Number 3, above.

14. WHEREFORE, Plaintiff(s) pray(s) that: The Court grant such relief as may be deemed appropriate, including [**NOTE:** While all of the forms of relief listed below may not be available in a particular action, you should place a check next to each form of relief you seek.):

☐

Injunctive orders (specify the type of injunctive relief sought): \_\_\_\_\_

☐

Backpay;





Reinstatement to my former position; (Long Term Substitute)  
Salary



Monetary damages (specify the type(s) of monetary damages sought):



Other (specify the nature of any additional relief sought, not otherwise

provided for on this form): Consider permanent Teacher position

AND costs and attorneys' fees.

**JURY DEMAND**

I hereby

DO ☐

DO NOT ☒ demand a trial by jury.

Original signature of attorney (if any)

Eddie C. Miller

Printed Name and address

Plaintiff's Original Signature

Eddie C. Miller

Printed Name and address

( )

Attorney's telephone

(860) 274-6676

Plaintiff's telephone

Email address if available

Email address if available

Dated:

1/7/2015

### DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares under penalty of perjury that he/she is the plaintiff in the above action, that he/she has read the above complaint and that the information contained in the complaint is true and correct. 28 U.S.C. § 1746; 18 U.S.C. § 1621.

Executed at Waterbury Ct on 1/7/2015  
(location) (date)

Eddie C. Miller  
Plaintiff's Original Signature

(Rev. 9/24/08)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Eddie C. Mullen**  
43 Fiume Street  
Oakville, CT 06779

From: **Boston Area Office**  
John F. Kennedy Fed Bldg  
Government Ctr, Room 475  
Boston, MA 02203



On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

16A-2012-00960

**Anne R. Glantonlo,**  
Intake Supervisor

(617) 565-3189

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:



The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

*Kenneth An*

Feng K. An,  
Area Office Director

NOV 26 2014

(Date Mailed)

Enclosures(s)

cc:

CITY OF WATERBURY BOARD OF EDUCATION  
236 Grand Street  
Waterbury, CT 06702

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS  
PURSUANT TO 28 U.S.C. § 1915

Eddie Mullen  
Eddie Mullen  
Plaintiff(s),

FILED  
JAN 10 2015  
E.E.O.C.  
16 A-2012-00960

v.

Case No. 3:15cv23(VLB)

Board of Education City of Wt. Bt.  
Defendant(s).

I request leave to commence this civil action without prepayment of fees, costs, or security therefor pursuant to 28 U.S.C. § 1915. In support of my request, I submit the attached financial affidavit and state that:

- (1) I am unable to pay such fees, costs, or give security therefor.
- (2) I am entitled to commence this action against the defendant(s).
- (3) I request that the court direct the United States Marshal's Service to serve process.

Eddie C. Mullen  
Original Signature

Eddie Mullen  
Name (print or type)

43 Fiume Street  
Street Address

Danville Ct 06779  
City State Zip Code

(860) 274-6676  
Telephone Number

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

FINANCIAL AFFIDAVIT IN SUPPORT OF  
MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS  
PURSUANT TO 28 U.S.C. § 1915

Eddie C. Mullen  
Plaintiff(s),

v.

Case No. \_\_\_\_\_

City of Waterbury Board of Education  
Defendant(s).

I declare that:

(1) I am unable to pay such fees, costs, or give security therefor.

(2) I am entitled to commence this action against the defendant(s).

I further state that the responses I have made to the questions below relating to my ability to pay the cost of prosecuting this action and other matters are true.

**MARITAL STATUS**

Single ☒ Married \_\_\_\_\_ Separated \_\_\_\_\_ Divorced \_\_\_\_\_

If separated or divorced, are you paying any support or any form of maintenance?

Yes \_\_\_\_\_ No ☒

Dependents: Wife \_\_\_\_\_ Children # \_\_\_\_\_ Others # \_\_\_\_\_  
and relationship \_\_\_\_\_

Please provide the names and ages of your children. If a child is a minor, please identify the child by initials only.

Name \_\_\_\_\_

Age \_\_\_\_\_

Name \_\_\_\_\_

Age \_\_\_\_\_

Name \_\_\_\_\_

Age \_\_\_\_\_

**RESIDENCE**

Street Address: 43 Fiume Street  
City: Waterbury State: CT 06779

Zip Code: 06779 Telephone: 860 274-6676

**EDUCATION**

Please circle the highest level of formal education you have received:

Grammar School K 1 2 3 4 5 6 7 8 High School 9 10 11 12  
College 1 2 3 4 Post-Graduate 1234

Highest

**EMPLOYMENT**

If employed at present, complete the following:

Name of employer: \_\_\_\_\_

Address of employer: \_\_\_\_\_

How long employed by present employer: \_\_\_\_\_

Gross Income before taxes or other deductions: \_\_\_\_\_

Monthly \_\_\_\_\_

Weekly \_\_\_\_\_

If self-employed state gross weekly wages before taxes and deductions: \_\_\_\_\_

What is the nature of your employment? \_\_\_\_\_

If unemployed at present, complete the following:

I have been unemployed since the \_\_\_\_\_ day of \_\_\_\_\_

The name of my last employer: State of CT Kounor Thednick

Address: 43 Tompkins St Waterbury CT

Telephone #: (203) 596-4302

Last salary or wages received (gross amount before taxes and deductions): \_\_\_\_\_

If spouse is employed, please complete the following:

Name of employer: \_\_\_\_\_

How long employed: \_\_\_\_\_

Gross Income before taxes and deductions: \_\_\_\_\_

Monthly \_\_\_\_\_

Weekly \_\_\_\_\_

What is the nature of spouse's employment? \_\_\_\_\_

If on welfare or receiving unemployment benefits complete the following:

I have been on welfare or receiving unemployment benefits

since: None

I am receiving \$ \_\_\_\_\_ monthly \_\_\_\_\_ weekly \_\_\_\_\_

for myself and family of \_\_\_\_\_

If receiving social security, disability or workers' compensation benefits complete the following:

I have been receiving social security, disability or workers' compensation benefits

since: None

I am receiving \$ \_\_\_\_\_ monthly \_\_\_\_\_ weekly \_\_\_\_\_

**FINANCIAL STATUS**

Owner of real property? Yes \_\_\_\_\_ No X

If yes, description: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 In whose name? \_\_\_\_\_  
 Estimated value: \_\_\_\_\_  
 Amount owed: \_\_\_\_\_  
 Owed to: \_\_\_\_\_  
 Total: \_\_\_\_\_ Monthly payment \_\_\_\_\_  
 Owed to: \_\_\_\_\_  
 Total: \_\_\_\_\_ Monthly payment \_\_\_\_\_  
 Annual income from property: \_\_\_\_\_

Other property:  
 Automobile: Make NONE Model — Year —  
 Registered owner(s) name(s): \_\_\_\_\_  
 Present value of automobile: \_\_\_\_\_  
 Owed to: \_\_\_\_\_  
 Amount owed: NONE

Cash or Securities on hand:  
 Cash in banks and savings and loan associations: NONE  
 Names and addresses of banks and associations: \_\_\_\_\_

Stocks or bonds owned:  
 Indicate current value and name of company and number of shares of stock or identify bonds: NONE

**OBLIGATIONS:**

Monthly rental on house or apartment:	\$ <u>NONE</u>
Monthly mortgage payment on house:	\$ <u>NONE</u>
Gas bill per month:	\$ <u>NONE</u>
Electric bill per month:	\$ <u>NONE</u>
Phone bill per month:	\$ <u>NONE</u>
Car payments per month:	\$ <u>NONE</u>
Car insurance payments per month:	\$ <u>NONE</u>
Other types of insurance payments per month:	\$ <u>NONE</u>
Monthly payments to retail merchants:	\$ <u>NONE</u>
Please list: <u>NONE</u>	\$ <u>NONE</u>
Please list: <u>NONE</u>	\$ <u>NONE</u>
Monthly payments on any other outstanding loans or debts:	\$ _____
Please list: <u>NONE</u>	\$ _____
Please list: <u>NONE</u>	\$ _____

Any money owed to doctors, hospitals, lawyers

Please list: \_\_\_\_\_ \$ NONE

Please list: \_\_\_\_\_ \$ NONE

Monthly payment for maintenance or child support  
under separation or dissolution agreement: \$ \_\_\_\_\_

Estimated monthly expenditure on food: \$ NONE

Estimated monthly expenditure on clothing: \$ \_\_\_\_\_

Total amount of monthly obligations: \$ \_\_\_\_\_

Other information pertinent to financial status: (Include stocks, bonds, savings bonds,  
interests in trusts either owned or jointly owned):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PREVIOUS LITIGATION:**

If you have ever filed a case in this district, provide the following information for each  
case you have filed. If you need additional space, please continue on a separate  
sheet.

	Case Number	Case Caption	Disposition of Case
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Date: 1/7/2015

Eddie C. Muller  
Original Signature of Affiant

**DECLARATION UNDER PENALTY OF PERJURY**

I declare under penalty of perjury under the laws of the United States of America that  
the foregoing is true and correct to the best of my knowledge and belief.

Date: 1/7/2015

Eddie C. Muller  
Original Signature of Affiant



UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

ORDER ON PRETRIAL DEADLINES

This Order is issued pursuant to the Standing Order on Scheduling In Civil Cases which appears in the Appendix to the Local Civil Rules. Unless otherwise ordered by the Judge to whom this case is assigned, the parties shall adhere to the following deadlines:

(a) In accordance with the United States District Court for the District of Connecticut Local Civil Rules of Civil Procedure (D. Conn. L. Civ. R. 26(f)), within thirty (30) days of the appearance of a defendant, the parties shall confer for the purposes described in Federal Rules of Civil Procedure (Fed. R. Civ. P. 26(f)). Within fourteen days thereafter, the parties shall jointly file a report on Form 26(f), which appears in the Appendix to the Local Civil Rules.

(b) All motions relating to joinder of parties, claims or remedies, class certification, and amendment of the pleadings shall be filed within sixty (60) days after filing of the complaint, the filing of a petition for removal, or the transfer of an action from another District or court.

(c) All motions to dismiss based on the pleadings shall be filed within ninety (90) days after the date the complaint was filed, a petition for removal is filed, or the transfer of an action from another District or court. The filing of a motion to dismiss shall not result in the stay of discovery or extend the time for completing discovery.

(d) Formal discovery pursuant to the Federal Rules of Civil Procedure may not commence until the parties have conferred as required by Fed. R. Civ. P. 26(f) and Local Civil Rule 26(f) but parties may commence formal discovery immediately thereafter prior to the entry of a scheduling order pursuant to Fed. R. Civ. P. 16(b). Informal discovery by agreement of the parties is encouraged and may commence at anytime. Unless otherwise ordered, discovery shall be completed within six (6) months after the filing of the complaint, the filing of a petition for removal, or the date of transfer of an action from another District or court, whichever is earliest.

(e) In accordance with Fed. R. Civ. P. 16(b), parties may file motions for modification of the dates set forth in the scheduling order issued pursuant to the parties' 26(f) report. Such motions to modify must be made by written motion filed not later than five (5) days prior to the earliest date sought to be modified. Motions to modify will not be granted absent good cause shown in the motion. This standard requires a particularized showing that the scheduling order could not be complied with despite due diligence of the party seeking the modifications. See D. Conn. L. Civ. R. 16(b).

Unless specifically ordered by the Court, an extension of time to comply with any one of the time limits in this Order does not automatically extend the time to comply with subsequent time limits by the same number of days.

Counsel for plaintiff or removing defendant shall be responsible for serving a copy of this order on all parties to the action.

By Order of the Court  
Robin D. Tabora, Clerk



UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

**STANDING PROTECTIVE ORDER**

1. It is hereby ordered by the Court that the following shall apply to information, documents, excerpts from documents, and other materials produced in this action pursuant to Federal and Local Rules of Civil Procedure governing disclosure and discovery.
2. Information, documents and other materials may be designated by the producing party in the manner permitted ("the Designating Person"). All such information, documents, excerpts from documents, and other materials will constitute "Designated Material" under this Order. The designation shall be either (a) "CONFIDENTIAL" or (b) "CONFIDENTIAL-ATTORNEYS' EYES ONLY." This Order shall apply to Designated Material produced by any party or third-party in this action.
3. "CONFIDENTIAL" information means information, documents, or things that have not been made public by the disclosing party and that the disclosing party reasonably and in good faith believes contains or comprises (a) trade secrets, (b) proprietary business information, or (c) information implicating an individual's legitimate expectation of privacy.
4. "CONFIDENTIAL-ATTORNEY'S EYES ONLY" means CONFIDENTIAL information that the disclosing party reasonably and in good faith believes is so highly sensitive that its disclosure to a competitor could result in significant competitive or commercial disadvantage to the designating party.
5. Designated Material shall not be used or disclosed for any purpose other than the litigation of this action and may be disclosed only as follows:
  - a. *Parties*: Material designated "CONFIDENTIAL" may be disclosed to parties to this action or directors, officers and employees of parties to this action, who have a legitimate need to see the information in connection with their responsibilities for overseeing the litigation or assisting counsel in preparing the action for trial or settlement. Before Designated Material is disclosed for this purpose, each such person must agree to be bound by this Order by signing a document substantially in the form of Exhibit A.
  - b. *Witnesses or Prospective Witnesses*: Designated Material, including material designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY," may be disclosed to a witness or prospective witness in this action, but only for purposes of testimony or preparation of testimony in this case, whether at trial, hearing, or deposition, but it may not be retained by the witness or prospective witness. Before Designated Material is disclosed for this purpose, each such person must agree to be bound by this Order, by signing a document substantially in the form of Exhibit A.

- c. *Outside Experts:* Designated Material, including material designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY," may be disclosed to an outside expert for the purpose of obtaining the expert's assistance in the litigation. Before Designated Material is disclosed for this purpose, each such person must agree to be bound by this Order, by signing a document substantially in the form of Exhibit A.
  - d. *Counsel:* Designated Material, including material designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY," may be disclosed to counsel of record and in-house counsel for parties to this action and their associates, paralegals, and regularly employed office staff.
  - e. *Other Persons:* Designated Material may be provided as necessary to copying services, translators, and litigation support firms. Before Designated Material is disclosed to such third parties, each such person must agree to be bound by this Order by signing a document substantially in the form of Exhibit A.
6. Prior to disclosing or displaying any Designated Material to any person, counsel shall:
- a. Inform the person of the confidential nature of the Designated Material; and
  - b. Inform the person that this Court has enjoined the use of the Designated Material by him/her for any purpose other than this litigation and has enjoined the disclosure of that information or documents to any other person.
7. The confidential information may be displayed to and discussed with the persons identified in Paragraphs 5(b) and (c) only on the condition that, prior to any such display or discussion, each such person shall be asked to sign an agreement to be bound by this Order in the form attached hereto as Exhibit A. In the event such person refuses to sign an agreement in substantially the form attached as Exhibit A, the party desiring to disclose the confidential information may seek appropriate relief from the Court.
8. A person having custody of Designated Material shall maintain it in a manner that limits access to the Designated Material to persons permitted such access under this Order.
9. Counsel shall maintain a collection of all signed documents by which persons have agreed to be bound by this Order.
10. Documents shall be designated by stamping or otherwise marking the documents with the words "CONFIDENTIAL" or "CONFIDENTIAL-FOR ATTORNEYS' EYES ONLY" thus clearly identifying the category of Designated

Material for which protection is sought under the terms of this Order. Designated Material not reduced to documentary form shall be designated by the producing party in a reasonably equivalent way.

11. The parties will use reasonable care to avoid designating as confidential documents or information that does not need to be designated as such.

12. A party may submit a request in writing to the party who produced Designated Material that the designation be modified or withdrawn. If the Designating Person does not agree to the redesignation within fifteen business days, the objecting party may apply to the Court for relief. Upon any such application, the burden shall be on the Designating Person to show why the designation is proper. Before serving a written challenge, the objecting party must attempt in good faith to meet and confer with the Designating Person in an effort to resolve the matter. The Court may award sanctions if it finds that a party's position was taken without substantial justification.

13. Deposition transcripts or portions thereof may be designated either (a) when the testimony is recorded, or (b) by written notice to all counsel of record, given within ten business days after the Designating Person's receipt of the transcript in which case all counsel receiving such notice shall be responsible for marking the copies of the designated transcript or portion thereof in their possession or control as directed by the Designating Person. Pending expiration of the ten business days, the deposition transcript shall be treated as designated. When testimony is designated at a deposition, the Designating Person may exclude from the deposition all persons other than those to whom the Designated Material may be disclosed under paragraph 5 of this Order. Any party may mark Designated Material as a deposition exhibit, provided the deposition witness is one to whom the exhibit may be disclosed under paragraph 5 of this Order and the exhibit and related transcript pages receive the same confidentiality designation as the original Designated Material.

14. Any Designated Material which becomes part of an official judicial proceeding or which is filed with the Court is public. Such Designated Material will be sealed by the Court only upon motion and in accordance with applicable law, including Rule 5(e) of the Local Rules of this Court. This Protective Order does not provide for the automatic sealing of such Designated Material. If it becomes necessary to file Designated Material with the Court, a party must comply with Local Civil Rule 5 by moving to file the Designated Material under seal.

15. Filing pleadings or other papers disclosing or containing Designated Material does not waive the designated status of the material. The Court will determine how Designated Material will be treated during trial and other proceedings as it deems appropriate.

16. Upon final termination of this action, all Designated Material and copies thereof shall be returned promptly (and in no event later than forty-five (45) days after entry of final judgment), returned to the producing party, or certified as destroyed to counsel of record for the party that produced the Designated Material, or, in the case of deposition testimony regarding designated exhibits, counsel of record for the Designating Person. Alternatively, the receiving party shall provide to the Designating Person a certification that all such materials have been destroyed.

17. Inadvertent production of confidential material prior to its designation as such in accordance with this Order shall not be deemed a waiver of a claim of confidentiality. Any such error shall be corrected within a reasonable time.

18. Nothing in this Order shall require disclosure of information protected by the attorney-client privilege, or other privilege or immunity, and the inadvertent production of such information shall not operate as a waiver. If a Designating Party becomes aware that it has inadvertently produced information protected by the attorney-client privilege, or other privilege or immunity, the Designating Party will promptly notify each receiving party in writing of the inadvertent production. When a party receives notice of such inadvertent production, it shall return all copies of inadvertently produced material within three business days. Any notes or summaries referring or relating to any such inadvertently produced material subject to claim of privilege or immunity shall be destroyed forthwith. Nothing herein shall prevent the receiving party from challenging the propriety of the attorney-client privilege or work product immunity or other applicable privilege designation by submitting a challenge to the Court. The Designating Party bears the burden of establishing the privileged nature of any inadvertently produced information or material. Each receiving party shall refrain from distributing or otherwise using the inadvertently disclosed information or material for any purpose until any issue of privilege is resolved by agreement of the parties or by the Court. Notwithstanding the foregoing, a receiving party may use the inadvertently produced information or materials to respond to a motion by the Designating Party seeking return or destruction of such information or materials. If a receiving party becomes aware that it is in receipt of information or materials which it knows or reasonably should know is privileged, Counsel for the receiving party shall immediately take steps to (i) stop reading such information or materials, (ii) notify Counsel for the Designating Party of such information or materials, (iii) collect all copies of such information or materials, (iv) return such information or materials to the Designating Party, and (v) otherwise comport themselves with the applicable provisions of the Rules of Professional Conduct.

19. The foregoing is entirely without prejudice to the right of any party to apply to the Court for any further Protective Order relating to Designated Material; or to object to the production of Designated Material; or to apply to the Court for an order compelling production of Designated Material; or for modification of this Order; or to seek any other relief from the Court.

20. The restrictions imposed by this Order may be modified or terminated only by further order of the Court.

IT IS SO ORDERED,

/s/ Vanessa L. Bryant  
Vanessa L. Bryant  
United States District Judge

## EXHIBIT A

I have been informed by counsel that certain documents or information to be disclosed to me in connection with the matter entitled \_\_\_\_\_ have been designated as confidential. I have been informed that any such documents or information labeled "CONFIDENTIAL PRODUCED PURSUANT TO PROTECTIVE ORDER" are confidential by Order of the Court.

I hereby agree that I will not disclose any information contained in such documents to any other person. I further agree not to use any such information for any purpose other than this litigation.

\_\_\_\_\_ DATED: \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_ (Attorney)

## **CHAMBERS PRACTICES**

**District Judge Vanessa L. Bryant**  
**District of Connecticut**



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### Electronic Filing

Pleadings must be typewritten using Arial bold 12 point font, double spaced, and comply with all applicable provisions of D. Conn. L. Civ. R. 10(a). The page limit for documents typed double spaced in 12 point Arial bold is 46. Documents filed electronically must be filed in OCR text-searchable PDF format. Documents are not to be signed and scanned manually. Parties are asked to file electronically all motions, objections, exhibits, reports and other material, unless a party is *pro se*, in which case filings must be made by hard copy to the clerk's office at 450 Main Street, Hartford, CT 06103, unless leave to file electronically has been granted by the court.

### Sealing

In accordance with D. Conn. L. Crim. R. 57 and D. Conn. L. Civ. R. 5(e) the Court exercises sparingly its limited power to close the courtroom, to exclude the public from proceedings and to seal court documents to which a First Amendment right to access attaches. See also United States v. Haller, 837 F.2d 84 (2d Cir. 1988) and United States v. Alcantara, 396 F.3d 189 (2d Cir. 2004).

Any motion to seal must be filed as soon as practicable and must be accompanied by an affidavit and proposed particularized findings of fact and law demonstrating that the order sought is 1) supported by clear and compelling reasons as shown in a supporting affidavit, and 2) no broader than necessary

either in scope or duration to serve the asserted reason(s). The affidavit and proposed findings of fact and law may be filed *in camera*.

A statute mandating or permitting the non-disclosure of a class of documents (e.g., personnel files, health care records, or records of administrative proceedings) constitutes sufficient authority to support an order sealing such documents, provided that the protection of such statute has not been waived by the party whose privacy the statute seeks to protect.

### Chambers Copies

Chambers copies of briefs longer than fifty (50) pages and of exhibits are appreciated. All chambers copies should be printed from the docket and should bear the header of the Court's electronic filing system.

### 26(f) Reports

The Court considers the 26(f) Report to be a critical element of trial preparation and case management. The Court expects the attorneys and *pro se* parties to discuss amongst themselves, after consultation with their respective clients and witnesses, the factual and legal nature and basis for the claims and defenses asserted or to be asserted, the possibilities of settlement and the desired discovery, and to develop and propose a realistic discovery and dispositive motion filing plan for adoption by the Court in accordance with Rule 26(f). The Court generally enters a scheduling order in accordance with the parties' plan. The parties will be expected to adhere to their plan absent good cause. Motions to modify the scheduling order must be made in writing and will be granted upon

a showing of an unforeseeable and insurmountable obstacle to adherence to the plan.

### Deadlines

In order to efficiently and fairly administer the docket it is important for the parties to adhere to deadlines, especially those that the parties have requested. The Court may infer from the parties' failure to file a 26(f) report or a trial management report that the matter has been settled. Based upon that inference, the Court will dismiss the case after fourteen (14) days notice. Similarly, if a party does not file an objection or reply to a motion within the period allowed by the rules of procedure, the Court may infer that there is no objection to the motion or request and may grant the motion or request after fourteen (14) days notice. If notice is given of an impending order, the tardy party must show good cause why the late filing should be considered.

### Motions for Extension of Time

The parties will be expected to adhere to their plan absent a showing of good cause. Motions to modify the scheduling order must be made in writing and must state the unforeseen insurmountable obstacle to adherence to the parties' plan. A reasonable extension will be granted for good cause shown.

### Discovery Disputes

The Court reserves Friday afternoons from 2:00 to 4:00 for telephonic conferences on discovery disputes. To request a discovery dispute conference,

the parties shall file a motion requesting such a conference identifying the specific legal issue in dispute, each party's respective position and the basis therefore. The Court will then review the motion to determine whether such conference is necessary. Parties are discouraged from calling Chambers. Such motion shall be filed no later than Wednesday at 5pm to request a conference for Friday of the same week. At the Court's discretion, discovery disputes may also be referred to a Magistrate Judge for resolution.

### Dispositive Motions

The Court will conduct a pre-filing conference before any dispositive motion is filed at the request of any party. The purpose of the conference is to determine the necessity of filing the motion and whether there is a just, speedy and inexpensive alternative.

When exhibits are filed in conjunction with a disposition motion, the exhibits must be listed and described in a corresponding table of contents. The table of contents detailing the exhibits should itself be the first exhibit. Each exhibit must be filed as a separate attachment and must be filed in an OCR text-searchable PDF format. Courtesy copies of dispositive motions should be submitted to Chambers and accompanied by a binder or binders containing all corresponding exhibits, including a table of contents for the exhibits. The exhibits shall be separated by index tabs so that the particular exhibit may be readily located within the group of exhibits. All chambers copies should be printed from the docket and should bear the header of the Court's electronic filing system.

## Affidavits

Counsel are discouraged from filing, as the court is disinclined to rely upon, affidavits attesting to facts of which counsel have no personal knowledge. Instead, affidavits should be made by parties or witnesses with personal knowledge of the matters contained therein.

## Special Proceedings

*Ex parte* orders are rarely entered. Applications for *ex parte* relief must be accompanied by an affidavit of an individual having personal knowledge of facts warranting the extraordinary relief sought and, absent good cause shown, stating what, how and when notice was given to the opposing party. Most applications for *ex parte* relief will require entry of a motion to show cause. Counsel should include, along with the application for extraordinary relief, a proposed order to show cause.

## Oral Argument

Oral argument may be scheduled in complex cases or at the Court's request where either the law or the facts are not fully developed in the motions and memoranda of law or to facilitate the fair, efficient and timely resolution of an issue.

## Resolution by Telephone

Rulings must be requested and will be entered electronically. Counsel of record will receive instantaneous notice of all rulings, obviating the need to call

chambers to request the status of a ruling. Telephonic and other oral motions are discouraged. (See Discovery Disputes herein.)

### **Rulings from the Bench**

The court may summarily rule from the bench in instances where the issues are fully developed in the parties' briefs and then issue a written ruling stating more completely the factual and legal authority for the ruling.

### **Referral to Magistrate Judge and Special Masters**

All cases are referred to a Magistrate Judge for a settlement conference after discovery is complete and dispositive motions have been ruled upon. Parties may request a referral for settlement earlier in the proceedings. To request such an early settlement conference the parties shall file a joint motion indicating that they have met, conferred, and had preliminary settlement discussions and representing that both parties have concluded that a settlement conference will likely lead to a resolution of the case. Discovery matters may also be referred to a Magistrate Judge at the Court's discretion.

### **Trial Dates**

The Court will issue a scheduling order notifying the parties of the deadline for filing the joint trial memorandum and the jury selection or court trial date. Evidence will proceed in the month the jury is selected. Counsel shall be prepared to commence evidence on any day during the month of jury selection.

Specific dates for the presentation of evidence will be designated following submission of the parties' joint trial memorandum.

### Joint Trial Memorandum

A Joint Trial Memorandum Order is issued along with this document, prescribing the content and the date for filing the Joint Trial Memorandum. (See <http://www.ctd.uscourts.gov/content/vanessa-l-bryant>.) Counsel must attach motions *in limine* as well as proposed jury charges and any proposed jury interrogatories to the Joint Trial Memorandum. The Joint Trial Memorandum must also include all proposed exhibits.

### Motions *in Limine* and Objections Thereto

Counsel shall list in the Joint Trial Memorandum any evidentiary problems anticipated by any party. They shall attach to the Joint Trial Memorandum motions *in limine* along with memoranda of law concerning any anticipated evidentiary issues. All memoranda in opposition to any motion *in limine* must be filed within ten (10) days after the date on which the Joint Trial Memorandum is filed and in any event no later than three (3) days before the Final Pretrial Conference. (See Joint Trial Memorandum Instructions.)

### Jury Instructions and Interrogatories

Counsel must file all proposed jury instructions and interrogatories as part of the Joint Trial Memorandum. Objections must be supported by a clear and concise statement of the basis of the objection and the legal authority therefore.



### Trial Schedule

The trial day begins at 9:30 and ends at 4:30 Monday through Friday. All matters other than the presentation of evidence which must be addressed outside the presence of the jury will be heard between 9:00 and 9:30 and between 4:30 and 5:00. Counsel are asked to be available in Court at 8:30 each day of the trial.

### Hearings on Evidentiary Matters

Prior to seating the jury, the Court will hear argument on all objections and motions *in limine* that can be decided without an offer of proof from a witness other than a party. The remaining objections and motions will be ruled upon during trial. Evidentiary hearings will be conducted between 9:00 and 9:30 on the morning the evidence is proposed to be offered. Any party who believes that more time is necessary to resolve an evidentiary issue is asked to raise the issue in the final Pretrial Conference. The Court will endeavor to schedule a hearing for such lengthy matters and a mutually convenient time that will not disrupt the flow of the trial.

### Exhibit Lists/Marking Exhibits

Counsel shall include as part of their Joint Trial Memorandum, a list of all exhibits to be offered at trial, including a brief description of their contents, any objections thereto, and any response to the objections. The parties shall mark all exhibits alpha-numerically, with exhibit tags (which will be provided by the clerk's office upon request) starting with Plaintiff's Exhibit "1" and Defendant's Exhibit "A." Where there are multiple plaintiffs or defendants, counsel shall coordinate exhibit

identification to ensure that exhibits and numbers are not duplicated. Copies of the actual exhibits shall be exchanged no later than seven (7) days prior to submission of the Joint Trial Memorandum. On the date that the Joint Trial Memorandum is delivered to the court, counsel shall deliver to Judge Bryant's Courtroom Deputy Loraine LaLone the original marked exhibits placed in a three-ring binder with a copy of the exhibit list and summary describing the exhibit and any objection and response, together with the legal authority therefore, at the front of the binder and with each exhibit separately tabbed. On the same date, counsel shall also deliver to Chambers two (2) copies of the original set of exhibits and summary. The exhibits shall be separated by index tabs so that the particular exhibit may be readily located within the group of exhibits.

Generally, exhibits that are not included in the submission will be inadmissible unless all parties agree that they may be admitted or they are offered for impeachment or rebuttal.

### Demonstrative Exhibits

Enlargements, boards and other demonstrative exhibits will not be marked as full exhibits unless the parties agree that they be so marked.

### Witness List

Counsel shall set forth the name and address of each witness to be called at trial, including a brief summary of the anticipated testimony and the expected duration of the witness's testimony. Counsel shall indicate which witnesses are likely to

testify and which witnesses will be called only if the need arises. For each expert witness, also set forth the opinion to be expressed, a brief summary of the basis of the opinion and a list of the materials on which the witness intends to rely. Lastly, state the area of the witness's expertise and attach a copy of the expert's report and curriculum vitae, if available. Counsel are asked to provide Loraine LaLone, courtroom deputy, with three (3) copies of the witness list.

Any objection to the admissibility of the testimony of any witness must be stated in the witness section of the Joint Trial Memorandum, along with a brief statement of the grounds and citations to the legal authority supporting the objection as well as a brief statement and citations to supporting legal authority from the proponent of the witness regarding admissibility.

Witnesses not included in this list may not be permitted to testify at trial, except for good cause shown. All listed witnesses will be permitted to testify unless there is an explicit objection stated to the witness's testimony.

### Jury Selection

Jury Selection is generally the first Tuesday of each month. The venirepersons will be interviewed and seated in the order in which they have been randomly selected and counsel will be provided with a list of venirepersons in that order. Venirepersons will be referred to by the number of their random selection: the first venireperson selected being referred to as "number 1" and so on. The Court will give the venirepersons a precis of the claims and defenses in the case and a

trial schedule. The Court will then ask the attorneys to identify themselves, their client and their colleagues. The Court will then ask the venirepersons to introduce themselves and answer biographical and case specific questions designed to identify those who should be excused for cause. Counsel may file with the Court proposed *voir dire* questions in their Joint Trial Memorandum. The Court will state which venirepersons are excused for cause after consultation with counsel at sidebar. Counsel may then move the Court to excuse additional jurors for cause. The Court decides whether and which additional jurors will be excused for cause. Counsel will exercise peremptory challenges alternately. The venirepersons who were not selected will be excused. The ones who were selected will be given a preliminary charge regarding juror conduct and told to report back at the designated time for trial. (See D. Conn. L. Civ. R. 47.)

### Time Limits

Opening statements and closing arguments are limited to thirty (30) minutes. The Court does not generally limit the time for the presentation of evidence and will reserve the amount of time counsel estimate in their Joint Trial Memorandum. Counsel are asked to be mindful of the fact that the Court has scheduled other matters in reliance on counsel's estimate. Trials that last longer than counsel's estimate may be continued to the next available date so that previously scheduled matters may go forward as scheduled.

## **Examination of Witnesses**

Counsel should avoid repetitive and irrelevant questions. In cases involving multiple plaintiffs and/or defendants represented by separate counsel, plaintiff and defense counsel may find it advantageous to designate a lead lawyer to examine each witness and confer on the questions to be asked to avoid objectionable repetition.

## **Objections to Questions Asked During Trial**

Counsel are expected to cite the rule of evidence and rationale on which their objection is based. Where possible, resolution of objections to questions asked at trial which are best resolved outside the presence of the jury will be heard before 9:30 and after 4:30.

## **Note-taking**

The members of the jury will be allowed to take notes for their personal use only. Notebooks will be issued at the beginning of each trial day and collected at the end of each trial day.

## **Courtroom Technology**

For questions related to courtroom technology, contact Loraine LaLone at (860) 240-3040. Requests for courtroom technology must be submitted via the "Courtroom Technology Request Form" available at the following website:

<http://www.ctd.uscourts.gov/deps2.html>

**Notice to Parties re Initial Discovery Protocols for  
Employment Cases Alleging Adverse Actions**

In applicable employment cases alleging adverse action, Judge Vanessa L. Bryant requires the parties to utilize the Initial Discovery Protocols which have been endorsed by the Judicial Conference Advisory Committee on Civil Rules and are designed to achieve the goal of more efficient and targeted discovery.

The Initial Discovery Protocols apply to all employment cases that challenge one or more actions alleged to be adverse, except:

- A. Class actions;
- B. Cases in which the allegations involve only the following:
  - 1. Discrimination in hiring
  - 2. Harassment/hostile work environment;
  - 3. Violations of wage and hour laws under the Fair Labor Standards Act (FLSA)
  - 4. Failure to provide reasonable accommodations under the American with Disabilities Act (ADA)
  - 5. Violations of the Family Medical Leave Act (FMLA);
  - 6. Violations of the Employee Retirement Income Security Act (ERISA)

**If the Initial Discovery Protocols DO NOT apply, the plaintiff's counsel or any pro se plaintiff must file the attached statement by no later than seven days after the filing of this notice.**

Robin D. Tabora, Clerk

UNITED STATES DISTRICT COURT

for the  
District of Connecticut

\_\_\_\_\_  
*Plaintiff*

v.

\_\_\_\_\_  
*Defendant*

Case No. \_\_\_\_\_

**Identification of Initial Discovery Protocol for Employment Cases**

To: The Clerk of Court and all parties of record

The Initial Discovery Protocol does not apply to this case.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Attorney's signature*

\_\_\_\_\_  
*Printed name and bar number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*E-mail address*

\_\_\_\_\_  
*Telephone number*

\_\_\_\_\_  
*FAX number*

Dear Parents & School Board,

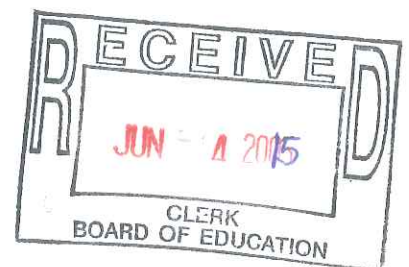
*Signature to save Waterbury Librarian Pages*

The Library Pages are helpful in supporting student projects. Library Pages, make it easier for our students to get acquit research time and valuable reading time. Our parents work very long hour and some have no computer access, cuts to the Pages sets our students up for failure. Families have no way of getting to the public library after working long hours.

Pages allow student the ability to check out books at least once week. If Waterbury loses its Pages, the cut would cause students to lose valuable access to computer time and research time for school projects.

**Students Need Access to the School Library.**

**THANK YOU**



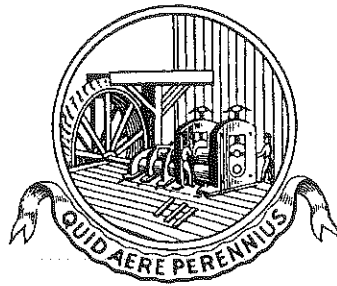


# **Save Driggs School Library Pages (Petition)**

Name	Address	Phone Number
Susan Pina	Pine Street 311 Wagonwheel	203-711-0323
Jonathan Pina	Commercial Street 311 Wagonwheel	203-710-7778
Denise Markin	1151 Chestnut Ave	(203) (414)-11372
Ashley Blier	202 Willow St	(860) 839-3657
Janet Millhouse	20 Camp Street	860-503-7363
Ann White	16 Kodak Street	203-932-1650
Rich Bagley	17 Ludlow St	203-695-6244
Desire Selley	17 Ludlow St	646-646-8179
Kathryn Selley	17 Ludlow St	203-812-2535
Mark Willmets	170 Hillside Ave	(203) 568-4372
Michelle Hunter	170 Pearl St.	203-570-6226
Rhode Quinn	191 Parkington St	203-684-4988
Frank Anthony	31 W. Main St	203-222-6120
Bruce Williams	243 Buckingham St	203-513-6435
Estefany Rodriguez	71 Hill St	203-665-3916
Natalie Nieves	162 Wood St	203-554-9476
Marcos Rivera	162 Wood St	203-757-6811
Jola Ortiz	189 Willow St	347-737-3268
Susan Walker	106 Central Ave	(203) 952-0130
Colleen Hewitt	106 Central Ave	(203) 510-5327
Kerisha Ferrigno	231 Lincoln St	203-684-4329

## Save Driggs School Library Pages (Petition)

[illegible]



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

June 4, 2015

Diane Bates  
18 Whippoorwill Lane  
Waterbury, CT 06705

Dear Ms. Bates:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service, Requisition #14-32B (HRIS #2014536) at \$12.86 per hour.

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

Your first day reporting to the Education Department – Food Service was September 1, 2015.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Lisa Dunn  
Human Resources Generalist

LD/sd

cc: Board of Education  
Linda Franzese, FS Director  
Dr. Ouellette, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission  
June 5, 2015

Amy Swanson  
182 Edgewood Ave.  
Waterbury, CT 06706

Dear Ms. Swanson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department – Enlightenment School for the position of Administrative Support Specialist I (Req. #15-66; HRIS #2015204) at \$14.19 per hour. Please contact Gwendolyn Rinaldi- Gonzalez, Principal @ Enlightenment School at (203) 574-8050 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 11, 2015 at 10:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 11, 2015 at your regular scheduled time.

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

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

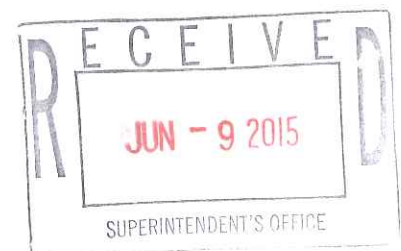
*Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

  
Lisa Dunn  
Human Resources Generalist  
LD/sd

cc Board of Education  
Gwendolyn Rinaldi-Gonzalez, Prin. @ Enlighthmt  
Dr. Ouellette, Supt. of Schools  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

June 5, 2015

Melanie Morales  
95 Falls Ave., 2<sup>nd</sup> Fl.  
Oakville, CT 06779

Dear Ms. Morales:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #15-9B; HRIS #2015179) at \$12.86 per hour.

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

Your first day reporting to the Education Department – Food Service will be June 8, 2015.

This position does not provide health insurance benefits. Please refer to the CSEA – Local 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Lisa Dunn  
Human Resources Generalist

LD/sd

cc: Board of Education  
Dr. Ouellette, Supt. of Schools  
Linda Franzese, FS Director  
file

