

Board of Education

REGULAR MEETING

Thursday, February 16, 2023 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/p3OGu95jrcc>.

A G E N D A

1. *Silent Prayer*

2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Communications*

- a) Copy of communication dated January 6, 2023 from Civil Service certifying Crystal Betancourt for the position of Paraprofessional I.
- b) Email communication dated January 20, 2023 from CABA regarding Policy Highlights.
- c) Email communication dated January 26, 2023 from Tony Wilusz regarding editorial in Republican American.
- d) Copy of communications dated January 18, 2023 from Civil Service to Eddie Cabrera, Jr. offering temporary and at will employment for the position of Temporary Maintainer I and to Sharon Pereira offering temporary and at will employment for the position of Career & Technical Education Skills Specialist.
- e) Copy of communications dated January 18, 2023 from Civil Service certifying Melissa Rodriguez and Ana Mateo for the position of Paraprofessional I and Lisa Antidormi for the position of Administrative Associate I.
- f) Copy of communication dated January 19, 2023 from Civil Service to Stephen Groppi regarding employment for the position of Food Service Worker.
- g) Copy of communication dated January 25, 2023 from Civil Service to Stacey Muniz regarding temporary and at will employment for the position of Career & Technical Education Skills Specialist.
- h) Copy of communication dated January 25, 2023 from Civil Service to Natalie Gonzalez regarding transfer to the position of Temporary Maintainer I.
- i) Copy of communication dated January 26, 2023 from Civil Service certifying Crystal Gordon for the position of Paraprofessional II.
- j) Copy of communication dated January 27, 2023 from Civil Service certifying Andrew Capp for the position of Administrative Associate I.
- k) Copy of communication dated February 1, 2023 from Civil Service to Eugenie Tortice-Davis regarding transfer to the position of Food Service Worker.
- l) Copy of communication dated February 2, 2023 from Civil Service certifying Louis Bruscino for the position of Mason Foreperson.
- m) Copy of communication dated February 3, 2023 from Civil Service certifying Vincent Duncan for the position of Plumber.

5. *Approval of Minutes:* December 1, 2022 Workshop, December 1, 2022 Special Meeting, and December 15, 2022 Rescheduled Regular Meeting.

6. *Public Addresses the Board* - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

7. *Superintendent's Announcements*

8. *President's Comments*

9. *Student Representatives Comments*

10. *Executive Session* for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

11. *Committee on School Personnel* – Vice President Hernandez

11.1 Special Education Supervisor appointment.

11.2 Special Education Supervisor appointment.

12. *Consent Calendar*

12.1 *Committee on Finance*: Request approval of an Assignment and Assumption Agreement between Edgenuity, Inc. and Imagine Learning, LLC.

12.2 *Committee on Finance*: Request approval to apply for the Connecticut Department of Energy and Environmental Protection (DEEP), Public Utilities Regulatory Authority (PURA) "Public Educational and Governmental Programming and Education Technology Investment Account" (PEGPETIA) Grant.

12.3 *Committee on Finance*: Request approval of an Agreement with Ben Bronz Academy to provide educational services for children with disabilities.

12.4 *Committee on Finance*: Request approval of an Agreement with Yale University on behalf of its Cedarhurst School to provide educational services for children with disabilities.

12.5 *Committee on Building & School Facilities*: Use of school facilities by school organizations and/or City departments.

12.6 *Committee on Building & School Facilities*: Use of school facilities by outside organizations and/or waiver requests.

13. *Items removed from Consent Calendar*

14. *Committee on Finance* – Commissioner Orso

14.1 Request approval to transmit the proposed 2023-24 Department of Education's Budget request to the Mayor.

14.2 Request approval of Amendment One (1) to the Agreement with various agencies for sub-grantee services under the School Readiness and Child Day Care Grant.

14.3 Request approval of Amendment One (1) to the Professional Services Agreement with Torsh, Inc. for online Comprehensive Professional Development Platform.

- 14.4 Request approval of a Professional Services Agreement with Area Cooperative Educational Services Corporation (ACES) for Leap Program Administration.
- 14.5 Request approval of a Memorandum of Understanding with Community Mental Health Affiliates, Inc. (CMHA) for SMART Recovery Groups.
- 14.6 Request approval of a Construction Contract with Bestech Inc. for ACM Removal and Demolition of Boilers, Heating Units and Water Heater at International Dual Language School.
- 14.7 Request approval of a Construction Contract with Mountain View Landscapes and Lawncare, Inc. for removal and replacement of playscapes at nine schools.

15. Superintendent's Notification to the Board

15.1 Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Hart, Richard	Intramural Boys Basketball	Duggan	01/25/23
Neal, Cameron	Head Soccer	CHS	08/21/23
Poulter, Craig	Intramural Girls Basketball	Carrington	02/14/23
Salemme, Cassandra	Intramural Girls Basketball	Duggan	01/24/23
Sincuir, Silvia	Assistant Indoor Trach	WHS	01/26/23
Soeprasetyo, Preston	Assistant Baseball Coach	WHS	03/13/23

15.2 Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Eff.</u>
Fuller, Diane	Certified Adult Ed Instructor	PT	\$33/hr	NON BOE	Adult Ed 22-23	01/30/23
Vixama, Marjorie	Hall Monitor Crosby	PT	\$98/day	NON BOE	General Fund	01/26/23

15.3 After-school Programs appointments:

<u>Name</u>	<u>Grant</u>	<u>School</u>	<u>Position</u>
Garcia, Sharyn	21st Century	Academic Academy	Teacher
James, Joelizz	21st Century	Bucks Hill	Rec Specialist
Williams, Chelcey	21st Century	Regan	Teacher
Renna, Karen	ARP ESSER	Carrington	Site Administrator
Gwiazdoski, Kristen	ARP ESSER	Carrington	Administrator Sub
Doolan, Heidi	ARP ESSER	Carrington	Teacher
Kearns, Maura	ARP ESSER	Carrington	Teacher
Rosa, Marissa	ARP ESSER	Carrington	Teacher
Therault, Patricia	ARP ESSER	Carrington	Teacher
Salemme, Cassandra	ARP ESSER	Duggan	Site Administrator
Ferrare, Patricia	ARP ESSER	Duggan	Administrator Sub

DiGiovanni, Melissa	ARP ESSER	Duggan	Administrator Sub
DeFeo, Dawn	ARP ESSER	Duggan	Teacher
Lucian, David	ARP ESSER	Duggan	Teacher
Morales, Elizabeth	ARP ESSER	Duggan	Teacher
St. Pierre, Theodora	ARP ESSER	Duggan	Rec Specialist

15.4 Miscellaneous appointments:

<u>Name</u>	<u>School</u>	<u>Program</u>
Caruso, Anthony	KHS	Mastery Based Learning Panel
Veneziano, Ellen	CHS	Edgenuity Site Coordinator
Wells, Traci	Enlightenment	Mastery Based Learning Panel Lead
Aresti, Robert	DW	School Equity Leadership Team
Bajraktarevic, Zehra	DW	School Equity Leadership Team
Caldarone, Paula	DW	School Equity Leadership Team
Catricala, Julia	DW	School Equity Leadership Team
D'Alessio, Jennifer	DW	School Equity Leadership Team
Dali-Parker, Suzanna	DW	School Equity Leadership Team
DiBella, Lee	DW	School Equity Leadership Team
Doolan, Heidi	DW	School Equity Leadership Team
Ferrare, Patricia	DW	School Equity Leadership Team
Gonzalez Casanova, Ilea	DW	School Equity Leadership Team
Grant, Nataine	DW	School Equity Leadership Team
Johnson, Joshua	DW	School Equity Leadership Team
Klesyk, Mary	DW	School Equity Leadership Team
Mancinone, Taylor	DW	School Equity Leadership Team
Mulhern, Jacqueline	DW	School Equity Leadership Team
Norton, Dianna	DW	School Equity Leadership Team
O'Neill, Patrick	DW	School Equity Leadership Team
Parker, Marlene	DW	School Equity Leadership Team
Parker, Marly	DW	School Equity Leadership Team
Pitcairn-Broughton, Dorothea	DW	School Equity Leadership Team
Rincon, Catalina	DW	School Equity Leadership Team
Rivera, Michael	DW	School Equity Leadership Team
Velez, Crystal	DW	School Equity Leadership Team
Westerville, Jennifer	DW	School Equity Leadership Team
Williams, Chelcey	DW	School Equity Leadership Team

15.5 Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Caplan, Ira	CHS Science	03/03/23
Gordon, Sonia	Enlightenment Math	02/28/23
Hilliard, Joshua	Reed ELA Grade 7	03/01/23
Kluszczewski, Maura	Tinker Grade K	02/24/23

Mayo, Colin	Driggs Music	03/03/23
McNamara, Hannah	Wilson Grade 3	01/27/23
Pannoni, Andrea	Carrington Special Education	01/27/23
Plasky, Jennifer	Wilby Agriculture	02/07/23
Saverino, Yesika	CHS Spanish	01/24/23
Zold, Kristine	Sprague Special Education	02/03/23

15.6 Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Cancellaro, Carolyn	Carrington Special Ed/Resource	06/30/23
Hastings, Paula	Reed Special Education	06/30/23
Hersh, Donna	WMS ELA	02/23/23
Lawlor, Susan	State Street Special Ed	06/30/23
Murphy, Christopher	KHS ELA	02/28/23
Negron, Nicole	WMS Math Grade 8	06/30/23
Nonamaker, Rhonda	Generali Kindergarten	06/30/23
Stroud, Lori	WHS PE/Health	06/30/23
Riggi, Lori	Carrington Grade K	06/30/23

16. *Executive Session* for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

17. *Adjournment*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #11.1

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of
Education approve the appointment of _____ as
Supervisor of Special Education effective immediately.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #11.2

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of
Education approve the appointment of _____ as
Supervisor of Special Education effective immediately.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Assignment and Assumption Agreement between Edgenuity, Inc. and Imagine Learning, LLC., subject to any non-substantive changes approved by the Corporation Counsel's Office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut Department of Energy and Environmental Protection (DEEP) Public Utilities Regulatory Authority (PURA) Public, Educational and Governmental Programming and Education Technology Investment Account (PEGPETIA) Grant Program.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.3

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement with Ben Bronz Academy to provide educational services to students with disabilities in accordance with their Individual Education Program (IEP), subject to any non-substantive changes approved by the Corporation Counsel's Office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.4

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement with Yale University, on behalf of its Cedarhurst School, to provide educational services to students with disabilities in accordance with their Individual Education Program (IEP), subject to any non-substantive changes approved by the Corporation Counsel's Office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #12.5

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
Human Resources K. Medina	Wilby aud., café, classrooms: Friday, March 17, 2:00-6:00pm for set-up and Saturday, March 18, 7:00am-4:00pm for Police Exam
V. Demirali	Sprague gym: Wednesday, February 15, 4:30-6:30pm (Literacy Family Night) Sprague gym: Friday, March 17, 3:30-8:00pm (STEM Family Night)
M. Rocco	W. Cross gym: Friday, February 10, 5:30-9:30pm (Ties & Tiaras Dance) W. Cross gym: Friday, March 3, 5:30-9:30pm (Snow Flake Dance) W. Cross gym: Friday, March 24, 5:30-8:00pm (set-up for Craft Fair) W. Cross gym: Saturday, March 25, 7:00am-9:30pm (Spring Craft Fair)
J. Franceskmo	Career Academy café: Thursday, February 2, 4:30-8:00pm (Karaoke Night Fundraiser/students only)
L. Martin	Rotella Community Room: March 28-April 6, all day (Book Fair)
Park & Rec. J. Egan	West Side MS pool & one classroom: February 18-March 14 for the training of lifeguard certification (see attached schedule)
*J. Begnal	Wilby gym: Thursday, March 2, 7:00am-2:00pm (American Red Cross Book Drive)
*J. O'Toole	Career Academy: Friday, February 24, 4:00-8:00pm (Pasta Dinner Fundraiser)
*K. Punter	Career Academy: Wednesday, February 22, 5:00-8:00pm (Black History Month event for parents)
*L. Richard	Career Academy gym: Thursday, March 9, 7:30am-2:00pm (Red Cross Blood Drive)

Frank

JAN 31 2023

SCHOOL PERSONNEL USE ONLY

DATE: Jan 30, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Wilby HS (Lauren Franks)

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

NAME OF SCHOOL REQUESTED: Wilby HS

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: March 2, 2023

FROM: 7:00 am/pm TO: 2:00 am/pm

FOR THE FOLLOWING PURPOSES:

American Red Cross - Blood Drive

JFB

AB2
APPLICANT

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

Hook

FEB - 3 2023

SCHOOL PERSONNEL USE ONLY

DATE: 1/31/23

TO: SCHOOL BUSINESS OFFICE

FROM: John OToole

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Friday, Feb. 24th

FROM: 4:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Pasta Dinner Fundraiser on February 24, 2023

John OToole
APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

FEB - 8 2023

DATE: 2/17/2023

TO: SCHOOL BUSINESS OFFICE

FROM: WCA Parent Liaison - Keisha Punter

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 2/22/2023

FROM: 5pm ~~am~~ am/pm

TO: 8pm am/pm

FOR THE FOLLOWING PURPOSES:

Black History Month event for Parents

Keisha Punter
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.

FEB - 9 2023

SCHOOL PERSONNEL USE ONLY

DATE: 2/9/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Hinda Richard WCA

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: March 9th - Thursday

FROM: 7³⁰ am/pm

TO: 2 am/pm

FOR THE FOLLOWING PURPOSES:

Red Cross Spring Blood Drive

Hinda Richard
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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #12.6

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
Sunshine Dance Center E. Summa	Kennedy auditorium: June 3, 9:00am-5:50pm and June 4, 2:00-5:30pm (Dance Recital)
*Yeshiva K' Tana of Wtby. S. Metz	Rotella auditorium: March 18, 9:00-11:30pm (rehearsal) and March 19, 10:30am-3:30pm (play performance)

REQUESTING WAIVERS:

*AT 3 Leadership Academy A. Ireland	Crosby gym: April 23-June 25, 2023, 4:00-8:00pm (Basketball)	(\$2,100.)
* Neighb. Housing Serv. T. Pemberton	Reed gym: Thursday, March 9, 5:00-7:00pm (Community Meeting)	(\$126.)
*CT. Royalty T. Inabinett	West Side MS gym: February 11 and February 18, 2:00-7:00pm (Youth Basketball)	(\$2,100.)
*Hoops 4 Life D. Fryer	Wilby gym: June 17, 18, 24, 25, 9:00am-9:00pm (Basketball Games)	(\$4,368.)
*City Youth Theater S. Davis	Rotella auditorium.: April 17-20, 6:00-9:00pm and April 24-April 27, 6:00-9:30pm (rehearsals) and April 28 and April 29, 5:00-10:00pm and April 30, 12:00- 5:00pm (Play Performances)	(\$3,107.)

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

*Wtby. Ballers P. Lott	Waterbury Career Academy gym: March 13-June 6, Monday-Thursdays (Basketball Practice-when gym is available)
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hook

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Sharon Metz NAME OF ORGANIZATION Yeshiva ktana of Wtby
ADDRESS 32 Hillside Ave Wtby CT 06704 TELEPHONE # 203.528-4147
(street) (city) (state) (zip code) And, March 18 = 9:00pm-11:30pm
SCHOOL REQUESTED Botella DATES (March 18 & 19) ROOM(S) March 19 = 10:30am - 3:30pm
OPENING TIME 1:30 CLOSING TIME 2:30 PURPOSE Performance

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 CHILDREN 300

SIGNATURE OF APPLICANT Sh Metz DATE 1/26/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Shani Metz 347-525-7150 Blumi Lipschutz 203-577-8954

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. SM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST.

RENTAL FEES: _____

MISCELLANEOUS FEES: \$55/HR (Tech)

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

3/18 - rehearsal 9pm-11pm
3/19 - play 10:30am-3:30pm

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Neighborhood Housing Services of
Waterbury

APPLICANT Tichina Pemberton NAME OF ORGANIZATION _____
ADDRESS 193 Grand St. 3rd Flr. Waterbury, CT 06702 TELEPHONE # (203) 753-1896 ex. 11
(street) (city) (state) (zip code)
SCHOOL REQUESTED Jonathan Reed DATES March 9th, 2023 ROOM(S) Cafetorium
OPENING TIME 5 pm CLOSING TIME 7pm PURPOSE Community Meeting
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 02/03/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Kévin Taylor, 193 Grand St. 3rd flr. Waterbury, CT 06702 (203)753-1896

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. TP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service (\$124)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with one Building Permit)



APPLICANT/ORGANIZATION: Neighborhood Housing Services of Waterbury, Inc.

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Jonathan Reed/ Cafetorium

DATE(S): March 9th, 2023

TIME(S): 5pm-7pm

DATE(S): _____

TIME(S): _____

DATE(S): _____

TIME(S): _____

DATE(S): _____

TIME(S): _____

DATE(S): _____

TIME(S): _____

DATE(S): _____

TIME(S): _____

02/03/2023

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 126.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST _____

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Anthony Ireland NAME OF ORGANIZATION ATI 3 Leadership Academy

ADDRESS 526 Woodhick Road Waterbury, CT 06705 TELEPHONE # 203-768-0933
(street) (city) (state) (zip code)

SCHOOL REQUESTED C-Rodsey DATES 4/23-4/25 ROOM(S) Gym

OPENING TIME 4 p CLOSING TIME 8 p PURPOSE _____

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN _____

SIGNATURE OF APPLICANT Anthony Ireland DATE 1-31-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Anthony Ireland, 203-768-0933

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. AI (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$2100.-)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: AI 3 Leadership Academy

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: CROSBY Gym

DATE(S): 4/23, 30 Sundays

TIMES: 4 - 8 pm

DATE(S): 5/4, 14, 21, 28

TIMES: "

DATE(S): 6/4, 6/11, 6/18, 6/25

TIMES: "

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

1-31-23

Date

Cat Lind

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 2,100.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

Book

FEB - 6 2023

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terry Inabinett NAME OF ORGANIZATION CT Royalty
ADDRESS 9 Alcott Rd. Wolcott CT 06716 TELEPHONE # 2039826442
(street) (city) (state) (zip code)
SCHOOL REQUESTED West Side DATES 2/11 & 2/18 ROOM(S) Gym
OPENING TIME 2:00 pm CLOSING TIME 7:00 pm PURPOSE Youth basketball game
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 30
SIGNATURE OF APPLICANT [Signature] DATE 2/6/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terry Inabinett 2039826442

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. TA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR service (\$2100.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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- THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
- CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
- POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
- CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
- KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
- PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
- IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)



APPLICANT/ORGANIZATION: Terry Inabinett / CT Royalty

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gymnasium

DATE(S): 2/11/2023

TIMES: 2 - 7 pm

DATE(S): 2/18/2023

TIMES: 2 - 7 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

2/6/2023

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

2100.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

1/200K

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT DENEEN Fryer NAME OF ORGANIZATION HapsyLink, Inc
ADDRESS 232 N. Elm Street (street) (city) (state) (zip code) TELEPHONE # 203 232-4578
SCHOOL REQUESTED Wilby High DATES June 17, 18, 21, 25 ROOM(S) Gym
OPENING TIME 9 am CLOSING TIME 9 pm PURPOSE Basketball Games
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 100
SIGNATURE OF APPLICANT Deneen Fryer DATE 1/20/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Deneen Fryer 65 CABLES Ave #8 Wilby CT

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. DA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (2) (\$4,368)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Hops4Life Inc.

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Crosby High School Gym

DATE(S): June 17, 18

TIMES: 9:00am - 9:00pm

DATE(S): June 24, 25

TIMES: 9:00am - 9:00pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

1/20/2023

Date

Pamela Lopez
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 4368.50

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

Book

FEB - 9 2023

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Shelby Davis NAME OF ORGANIZATION City Youth Theater
ADDRESS 42 maine ave 1D 06704 TELEPHONE # 203 437 0325
(street) (city) (state) (zip code)
SCHOOL REQUESTED (See Attached) ROOM(S) Auditorium
OPENING TIME _____ CLOSING TIME _____ PURPOSE Fundraiser - Theater
MISSION (If any) _____ CHARGE TO BE DEVOTED TO Fundraiser
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN _____
SIGNATURE OF APPLICANT SD DATE 2-7-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Shelby Davis 203 437 0325
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (2) (\$1512.)

RENTAL FEES:

MISCELLANEOUS FEES: Tech. \$55/HR (\$1,595.)

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State Building Permit)

APPLICANT/ORGANIZATION:

City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Roths

DATE(S): 4/17, 18, 19, 20

TIMES: 6-9 PM

DATE(S): 4/24, 25, 26, 27

TIMES: 6-9:30 PM

DATE(S): 4/28, 29

TIMES: 5-10 PM

DATE(S): 4/30

TIMES: 12-5 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

2-7-23

Date

SD

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

3,107.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

JAN 19 2023

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book
APPLICANT Phil Lott NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 54 Joseph St Wtbx CT 06705 TELEPHONE # 203 510 4239
(street) (city) (state) (zip code)
SCHOOL REQUESTED WCA DATES 3/13/23 - 6/30/23 ROOM(S) Gymnasium
OPENING TIME 5:00 CLOSING TIME 7:30 PURPOSE Basketball Practice
ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 24
SIGNATURE OF APPLICANT PL DATE 1/19/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Phil Lott 54 Joseph St Wtbx CT 06705 203 510 4239

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. P.L. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

March
Monday thru
Thurs.
4-8pm
April - June
5-730
When
sym is
Available

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to authorize the Superintendent of Schools to transmit the 2023-2024 Department of Education's budget request in the amount of \$158,375,000.00, to the Mayor.



WATERBURY
PUBLIC SCHOOLS

BOE Finance Committee
Budget Presentation 2023-2024
February 13, 2023



WATERBURY
PUBLIC SCHOOLS

The Mission

The Mission of Waterbury Public Schools is to inspire and prepare every student to be successful in and beyond school.

The Vision

All Waterbury Public Schools students will graduate ready to transform their world.



WATERBURY
PUBLIC SCHOOLS

Core Values

- Holds high expectations for excellence in teaching and learning.
- Promotes equity in policy, practice and resources
- Provides students quality learning experience aligned to our Portrait of the Graduate
- Acts as stewards for community resources, managing our assets to ensure equity and excellence.
- Recognizes that meaningful relationships are the foundations of a high-quality education.
- Commits to embracing a diverse community.
- Commits to civility, honesty, responsibility and transparency.

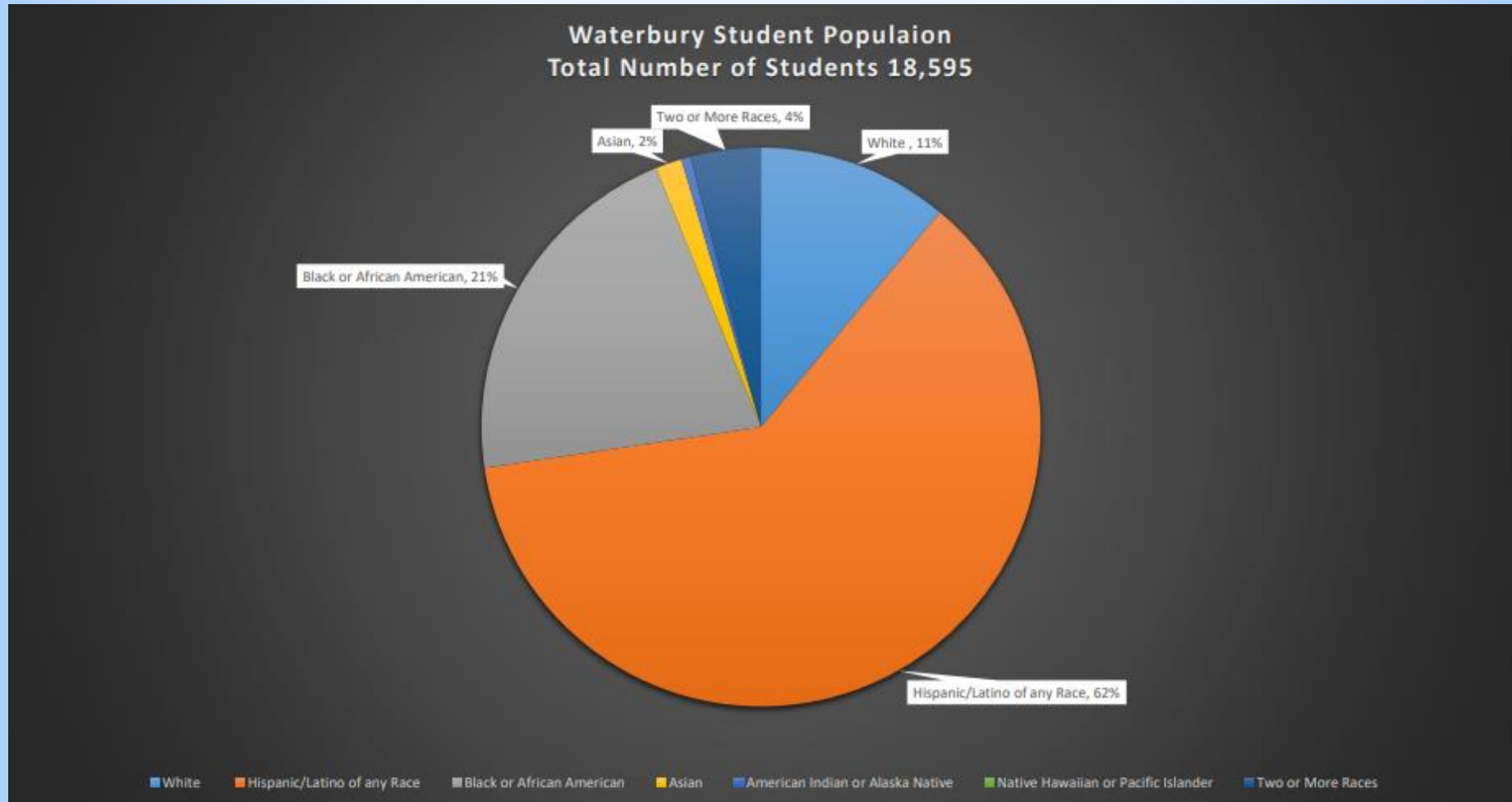
WATERBURY PUBLIC SCHOOLS

Strategic Plan Model



Waterbury Student Population

Total Number of Students 18,595





WATERBURY
PUBLIC SCHOOLS

Goals:

- ☐ **Academic Excellence**
- ☐ **Safe and Healthy Schools**
- ☐ **Financial Stability and Sustainability**

Waterbury Public Schools



2023 – 2024 BUDGET PROCESS

Fall through January:

- Planning and Preparation

January-February:

- Review by Board of Education and Recommendation to Mayor

First week of April:

- Mayor's Budget to Board of Aldermen

April to first week of June:

- Board Of Aldermen Holds Meetings, Hearings, Considers Actions, Adopts Budget

Early June:

- Board of Education makes Line Item Changes, Adopts Final Budget

2023 - 2024 BUDGET PRIORITIES

Strategic Plan : Fiscal Responsibility

- **Goal 1 Aligned Budget** - Increase the capacity of the district and decision-makers to build a budget aligned to its strategic priorities for increasing access to equitable opportunities for all students.
- **Goal 2 Consolidated Long Range Planning** - Develop and consolidate long-range plans prioritizing programmatic, facilities, and infrastructure needs in order to support a stable and sustainable district

GENERAL FUND & ALLIANCE EDUCATION BUDGET

FISCAL YEAR	APPROVED CITY BUDGET	STATE APPROVED ALLIANCE BUDGET	COMBINED YEARLY BUDGET
2016-2017	\$158,375,000	\$19,988,884	\$178,363,884
2017-2018	\$158,375,000	\$19,988,884	\$178,363,884
2018-2019	\$158,375,000	\$22,584,082	\$180,959,082
2019-2020	\$158,375,000	\$29,403,470	\$187,778,470
2020-2021	\$158,375,000	\$36,473,359	\$194,848,359
2021-2022	\$158,375,000	\$43,605,615	\$201,980,615
2022-2023	\$158,375,000	\$50,737,863	\$209,112,863
2023-2024*	\$158,375,000	\$56,745,936	\$215,120,936

*ECS Phase-In from the Governor's FY 24 Proposed Biennial Budget

EDUCATION COST SHARING GRANT

FISCAL YEAR	TOTAL ECS (WATERBURY)	CITY	ALLIANCE
2016-2017	\$133,606,066	\$113,617,182	\$19,988,884
2017-2018	\$133,356,066	\$113,367,182	\$19,988,884
2018-2019	\$136,201,264	\$113,617,182	\$22,584,082
2019-2020	\$143,020,652	\$113,617,182	\$29,403,470
2020-2021	\$150,090,541	\$113,617,182	\$36,473,359
2021-2022	\$157,222,797	\$113,617,182	\$43,605,615
2022-2023	\$164,355,045	\$113,617,182	\$50,737,863
2023-2024*	\$170,363,118	\$113,617,182	\$56,745,936

*ECS Phase-In from the Governor's FY 24 Proposed Biennial Budget

Education Department

2023-2024 Proposed Budget Summary

	Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
Salaries	\$96,593,025	\$141,690,390	\$145,963,162	\$4,272,773
Health Benefits Expense	\$8,095,808	\$8,094,800	\$9,094,800	\$1,000,000
Instructional Expense	\$2,324,817	\$2,500,590	\$2,591,090	\$90,500
Purchased Services Expense	\$33,039,641	\$33,821,054	\$35,936,187	\$2,115,133
Property Expense	\$9,176,339	\$8,667,836	\$8,878,450	\$210,614
Miscellaneous Expense	\$7,620,241	\$760,200	\$753,050	(\$7,150)
New Items	\$0	\$0	\$0	\$0
Gross Budget Proposal	\$156,849,871	\$195,534,869	\$203,216,739	\$7,681,870
Alliance Year 11 (Operating Budget)		(\$33,534,869)	\$0	\$33,534,869
Alliance Year 12 (Operating Budget)		\$0	(\$36,121,594)	(\$36,121,594)
Alliance Year 12 (Portion of ECS / Alliance Increase for Operating Budget)		\$0	(\$5,095,145)	(\$5,095,145)
General Fund 2016-2017 Surplus		(\$450,000)	(\$450,000)	\$0
General Fund 2015-2016 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
General Fund 2014-2015 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
City Non Lapsing Account		(\$500,000)	(\$500,000)	\$0
Contingency Surplus		(\$675,000)	(\$675,000)	\$0
Total Budget Proposal	\$156,850,073	\$158,375,000	\$158,375,000	\$0

Major Account Increase/Decrease

EDUCATION DEPARTMENT BOE Proposed Budget 2023-24

2023-24 BOE Proposed Gross Budget	\$203,216,739
<i>2022-2023 BOA Approved Budget (Same for FY24)</i>	<i>\$158,375,000</i>
DIFFERENCE	\$44,841,739
<i>Alliance Non Reform Year 12</i>	<i>(\$36,121,594)</i>
Contingency/ General Fund Surplus	(\$3,625,000)
Alliance Year 12 (Portion of Alliance increase for Operating Budget)	(\$5,095,144)
BUDGET DIFFERENCE	\$0
CONTRACTUAL SALARY INCREASES	\$4,497,685
Contractual Union Salary Increase:	
SAW (Step Increase) ; WTA (Step Increase and 4% increase)	
WC Step Increase; WMAA 3.25% Increase	
Pending Unions - Contingency Placeholder BC , Crossing Guard	
PROJECTED RESIGNATIONS	(\$2,815,223)
HEALTH BENEFIT CONTRIBUTION	\$1,000,000
PROFESSIONAL SERVICES - (Substitute Teachers)	\$500,000
PUPIL TRANSPORTATION	\$531,633
PURCHASED SERVICES	\$1,100,000
Outside Tuition Special Education & Regular Ed School Choice	
BUILDING AND GROUND SUPPLIES	\$70,000
DIESEL (Increase of price per gallon by \$1.228 for a total of \$3.3653)	\$67,557
MISCELLANEOUS ITEMS	\$143,493
ALLIANCE YEAR 12 (Portion of Alliance increase for Operating Budget)	(\$5,095,145)
BUDGET DIFFERENCE	\$0

Education Department

New Items	Proposed Budget 2023-2024
International School Grade 3 Expansion (2) Teachers	\$0
Wendell Cross Grade 8 Expansion (4) Teachers <i>(Expansion positions will be repurposed with current staff count)</i>	\$0
Total New Items	\$0

Education Department

Salaries		Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
511	Instructional Regular Payroll	\$52,824,114	\$93,846,446	\$99,206,648	\$5,360,201
511	Special Education Payroll	\$29,800,397	\$33,573,181	\$35,081,712	\$1,508,532
511	Administration Payroll	\$1,051,464	\$1,372,192	\$1,368,962	(\$3,230)
511	Fiscal Administration Payroll	\$531,288	\$608,440	\$662,096	\$53,655
511	Operation and Maintenance Payroll	\$6,132,729	\$8,238,623	\$8,343,493	\$104,870
511	Human Resources Payroll	\$429,229	\$748,281	\$791,885	\$43,604
511	Student Transportation Payroll	\$989,764	\$811,929	\$828,707	\$16,777
511	Adult Education Payroll	\$1,106,477	\$1,350,000	\$1,350,000	\$0
511	Operation and Maintenance Overtime	\$777,933	\$600,000	\$600,000	\$0
511	Outside Activities Overtime	\$135,432	\$200,000	\$200,000	\$0
511	Administration Overtime	\$101,442	\$40,000	\$40,000	\$0
511	Athletic & Extra Compensatory	\$827,713	\$875,000	\$875,000	\$0
511	Extra Police Protection	\$248,106	\$55,000	\$60,000	\$5,000
511	Substitute Teacher Payroll	\$318,370	\$150,000	\$150,000	\$0
511	Education Longevity	\$10,610	\$9,705	\$8,290	(\$1,415)
511	Projected Resignations/Attrition Certified	\$0	(\$800,000)	(\$2,700,000)	(\$1,900,000)
511	Projected Resignations/Attrition Non-Certified	\$0	(\$1,021,076)	(\$1,936,299)	(\$915,223)
511	Certified Early Incentive & Vacation Sick Time Buyout	\$1,307,958	\$1,032,669	\$1,032,669	\$0
Total Salaries		\$96,593,025	\$141,690,391	\$145,963,162	\$4,272,772

Education Department

Benefit Expense	Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
522Health Benefit Fund	\$8,000,000	\$8,000,000	\$9,000,000	\$1,000,000
529Car & Meal Allowance	\$95,808	\$94,800	\$94,800	\$0
Total Benefits	\$8,095,808	\$8,094,800	\$9,094,800	\$1,000,000

Education Department

Instructional Expense		Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
561	Instructional Supplies	\$1,448,503	\$1,620,000	\$1,620,000	\$0
561	Office Supplies	\$71,114	\$75,590	\$75,590	\$0
561	Emergency/Medical Supplies	\$1,875	\$2,000	\$2,000	\$0
561	Intake Center Supplies	\$16,608	\$3,500	\$3,500	\$0
561	Recruitment Supplies	\$46,212	\$50,000	\$50,000	\$0
561	Medicaid Supplies	\$6,081	\$12,500	\$8,000	(\$4,500)
561	Janitorial Supplies	\$171,480	\$250,000	\$275,000	\$25,000
561	Buildings & Grounds Supplies	\$377,789	\$300,000	\$370,000	\$70,000
567	Clothing	\$33,570	\$40,000	\$40,000	\$0
567	Crossing Guard Uniforms	\$2,000	\$2,000	\$2,000	\$0
569	Recreational Supplies	\$14,102	\$15,000	\$15,000	\$0
569	Athletic Supplies	\$135,483	\$130,000	\$130,000	\$0
Total Instructional Expense		\$2,324,817	\$2,500,590	\$2,591,090	\$90,500

Education Department

Purchased Services Expense	Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
533 Professional Services	\$2,201,111	\$1,500,000	\$2,000,000	\$500,000
533 Evaluation and Testing	\$1,649	\$10,000	\$5,000	(\$5,000)
533 Consulting	\$255,311	\$325,000	\$325,000	\$0
533 Auditing	\$52,955	\$54,000	\$59,500	\$5,500
539 Sport Officials	\$4,707	\$30,000	\$25,000	(\$5,000)
539 Report Cards	\$0	\$0	\$0	\$0
539 Messenger Service	\$31,524	\$27,000	\$30,000	\$3,000
551 Pupil Transportation	\$14,803,665	\$17,461,954	\$17,993,587	\$531,633
553 Postage	\$41,205	\$60,000	\$45,000	(\$15,000)
553 Telephone	\$162,278	\$175,000	\$175,000	\$0
553 Wide-area Network	\$63,331	\$93,600	\$93,600	\$0
556 Out of District Tuition	\$11,957,011	\$11,000,000	\$12,100,000	\$1,100,000
556 Purchased Services - Outside Special Ed	\$3,396,023	\$3,000,000	\$3,000,000	\$0
557 Tuition Reimbursement	\$18,398	\$6,000	\$6,000	\$0
558 Travel Expenses	\$5,877	\$5,000	\$5,000	\$0
559 Advertising	\$2,982	\$32,500	\$32,500	\$0
559 Printing & Binding	\$21,362	\$15,000	\$15,000	\$0
559 Insurance - Athletics	\$20,251	\$26,000	\$26,000	\$0
Total Purchased Services Expense	\$33,039,641	\$33,821,054	\$35,936,187	\$2,115,133

Education Department

Property Expense	Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
543 General Repairs & Maintenance	\$1,549,252	\$1,330,000	\$1,388,000	\$58,000
543 Maintenance - Service Contracts	\$716,951	\$750,000	\$800,000	\$50,000
544 Building Rental	\$570,468	\$562,084	\$568,956	\$6,872
545 Water	\$216,673	\$250,000	\$250,000	\$0
545 Electricity	\$3,157,874	\$3,129,855	\$3,129,855	\$0
545 Security & Safety	\$412,135	\$125,000	\$125,000	\$0
561 Diesel/Propane	\$341,574	\$428,723	\$496,279	\$67,557
561 Gasoline	\$115,537	\$201,174	\$249,360	\$48,186
561 Natural Gas	\$1,895,602	\$1,666,000	\$1,666,000	\$0
575 Furniture	\$7,594	\$25,000	\$15,000	(\$10,000)
575 Office Equipment	\$156,173	\$160,000	\$150,000	(\$10,000)
575 Plant Equipment	\$36,508	\$40,000	\$40,000	\$0
Total Property Expense	\$9,176,339	\$8,667,836	\$8,878,450	\$210,615

Education Department

Miscellaneous Expense	Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
589 Mattatuck Museum	\$10,035	\$13,000	\$13,000	\$0
589 Board of Ed Commissioners	\$20,701	\$20,700	\$20,700	\$0
589 Emergency Fund	\$9,281	\$9,500	\$9,350	(\$150)
589 Waterbury Promise	\$0	\$500,000	\$500,000	\$0
589 Mileage	\$5,983	\$15,000	\$10,000	(\$5,000)
589 Coaches Reimbursements	\$1,922	\$7,000	\$5,000	(\$2,000)
589 Dues & Publications	\$60,825	\$60,000	\$60,000	\$0
591 Athletic Revolving Fund	\$135,000	\$135,000	\$135,000	\$0
591 Sinking Fund	\$7,376,495	\$0	\$0	\$0
Total Miscellaneous Expense	\$7,620,241	\$760,200	\$753,050	(\$7,150)

2023 - 2024 BUDGET SUMMARY

2023-2024 Proposed Budget	\$158,375,000
2023-2024 BOA Education Budget**	\$158,375,000
Difference	\$ 0

**** BOA Education Budget**
(Meets the Minimum Budget Requirement - MBR)

Questions and Answers

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreements with the following for Sub-Grantee Services under the School Readiness Program, subject to any non-substantive changes approved by the Corporation Counsel's Office:

1. The Ark Child Development Center, Inc.
2. Catholic Charities, Inc.
3. Children's Community School
4. Children's Village, Inc.
5. Easter Seals Children's Academy and Children's Center
6. The Center for Early Childhood Education at Naugatuck Valley Community College
7. New Opportunities Inc., Muriel Moore Child Development Center
8. TEAM Inc., Slocum School
9. Greater Waterbury YMCA



Waterbury School Readiness

Executive Summary

DATE: February 8, 2023

TO: Honorable Board of Education

Honorable Board of Alderman

From: Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting for your approval Amendments to Agreements with nine agencies who currently provide preschool spaces in center-based programs including: for-profit and not-for-profit private preschool programs, public preschool programs, and Head Start Programs.

The state legislature allocated \$30 million in funding in both FY 23 and FY 24 for an emergency stabilization grant program for School Readiness and Child Day Care programs. All programs that currently receive funding from the state Office of Early Childhood through a Child Day Care Contract or a School Readiness grant and can attest that > 50% of children enrolled in School Readiness spaces across all program sites live at or below 300% of the Federal Poverty Level (FPL) are eligible to receive these additional grant dollars.

These Amendments allow eligible programs to receive additional grant dollars based on their quarterly enrollments, with reimbursement rates established by the state Office of Early Childhood as follows:

Full-Day/Full-Year \$80.00 per enrolled child

School Day/School-Year \$64.00 per enrolled child

Part-Day/Part-Year \$48.00 per enrolled child

Extended Day \$91.00 per enrolled child

The dollar amount each program is eligible to receive is outlined in the table below:

Program Name	Slots and Type	Enrollment Based Grant Award FY 23
The Ark	79 Full Day/Full Year	\$75,840.00
Catholic Charities	40 Full Day/Full Year	\$38,400.00
Children's Community School	36 Full Day/Full Year	\$34,560.00
Children's Village*	22 Full Day/Full Year	\$21,120.00
Easterseals	274 Full Day/Full Year	\$263,040.00
Naugatuck Valley CC- CDC*	20 Full Day/Full Year 2 Part Day/Part Year	\$20,160.00
Muriel Moore CDC (NOI)	83 Full Day/ Full Year	\$79,680.00

TEAM- Slocum School	128 Extended Day	\$139,776.00
Greater Waterbury YMCA	291 Full Day/Full Year	\$279,360.00

*These amendments do not require approval by the Board of Alderman.

These contracts were initiated under RFP # 7183, and # 7237 and the Connecticut Office of Early Childhood School Readiness Grant Program Application for Priority School Districts. A letter from the Purchasing Department approving this Amendment under 38.073 of the Ordinance has been received.

The total cost of the Amendments is funded by the School Readiness Enrollment Based Grant for FY 23 received by the City of Waterbury from the State Office of Early Childhood. There is no cost to the city for these agreements.

Respectfully submitted,

Krista Pisano

Waterbury School Readiness

STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD**GRANT AWARD NOTIFICATION****1 Grant Recipient**

Waterbury School Readiness

DUNS Number:

4 Award Information

Grant Type: FEDERAL

Statute: Section 10 and Sec. 259 of P.A. 22-118

CFDA #: 21.027

SDE Project Code: OEC000000000002

Grant Number: 0000000151-02 12060-28227-2023-83014-170002-OEC00013

2 Grant Title

School Readiness - Priority Enrollment-based

5 Award Period

7/1/2022 - 6/30/2023

3 Education Staff

Program Manager:

Christina Gademsky

6 Authorized Funding

Grant Amount: \$1,166,336.00

Payment & Expenditure Inquiries:

Gerald Mallison (860) 500-4441

Funding Status: Final

7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2022 and June 30, 2023 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2023. For grants awarded for two-year periods beginning July 1, 2022, final second-year budget revision requests covering the entire two-year period must be received no later than February 1, 2024. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

12/20/2022

Kim Paluska - OEC Management Approver

AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
New Opportunities, Inc. Muriel Moore Child Development Center
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and NEW OPPORTUNITIES, INC. MURIEL MOORE CHILD DEVELOPMENT CENTER (the "Contractor" or "Sub-Grantee"), located at 232 North Elm, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) ("Enrollment Grant"); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. ("Fee Schedule") of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Eight Hundred Twenty Thousand Three Hundred Seventy-Two Dollars (\$820,372.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$740,692 from the School Readiness Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and

\$79,680 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

5.2

5.2.1 The Sub-Grantee shall be compensated for 83 Full Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Full-Day slot over a period of 52 weeks, in an amount not to exceed Seven Hundred Forty Thousand Six Hundred Ninety-Two Dollars (\$740,692.00).

5.2.2 The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Seventy-Nine Thousand Six Hundred Eighty Dollars (\$79,680.00).

2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

**NEW OPPORTUNITIES, INC. MURIEL
MOORE CHILD DEVELOPMENT
CENTER**

Sign & Print name

Adrienne Cicciardi By: _____

Signature

William K. Rybak

Sign & Print name

Amy Note

Its: _____

President/CEO

Date: _____

2/7/2023

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

CORPORATE RESOLUTION

I, Kimberly Caron, hereby certify that I am the acting Clerk of the Board for New Opportunities Incorporated, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 10th day of March, 2021.

"It is hereby resolved that the President & Chief Executive Officer, William Rybczyk and/or Chairperson of the Board of Directors, Rachel Perez are authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said New Opportunities Incorporated corporation this 7th day of February, 2023.



Clerk of the Board of Directors

(SEAL)



AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
Easterseals Children's Academy and Children's Center
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and EASTERSEALS CHILDREN'S ACADEMY AND CHILDREN'S CENTER (the "Contractor" or "Sub-Grantee"), located at 22 Tompkins Street, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) ("Enrollment Grant"); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. ("Fee Schedule") of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Two Million Seven Hundred Eight Thousand Two Hundred Sixteen Dollars (\$2,708,216.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$2,445,176 from the School Readiness Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and

\$263,040 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

- 5.1.1** The Sub-Grantee shall be compensated for 274 Full Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Full-Day slot over a period of 52 weeks, in an amount not to exceed Two Million Four Hundred Forty-Five Thousand One Hundred Seventy-Six Dollars (\$2,445,176.00).
 - 5.1.2** The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Two Hundred Sixty-Three Thousand Forty Dollars (\$263,040.00).
 - 2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:**
 - 1.** The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.
 - 3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

EASTERSEALS CHILDREN'S
ACADEMY AND CHILDREN'S
CENTER

Jody Brouillard
Sign & Print name

By: _____

[Signature]
Signature

Jody Brouillard

Its: President

[Signature]
Sign & Print name

Date: 2/9/23

GARY T. NELSON

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.



CORPORATE RESOLUTION

I hereby certify to the state of Connecticut, Hartford, Connecticut, that a meeting of the Board of Directors of the Easter Seal Rehabilitation Center of Greater Waterbury, Inc., a corporation organized under the laws of the state of Connecticut, was duly called and held at the Easter Seal Rehabilitation Center of Greater Waterbury, Inc. in the city of Waterbury, state of Connecticut, on the 31st day of January, in the year two thousand twenty-three, with a majority of the directors present. Upon motion duly made and seconded the following resolution was adopted, is in conformity with the charter and bylaws of said corporation, and is in full force and effect.

Resolved: That Leonard A. Cipollone, President/CEO and Gary J. Nielsen, CFO/COO of the Easter Seal Rehabilitation Center of Greater Waterbury, Inc., are hereby authorized to make, execute, approve and amend on behalf of this corporation any and all contracts related to program services and operations effective immediately until otherwise ordered by the Board of Directors.

I further certify that the authorization above has not been modified and is still in full force and effect. In witness whereof, I have hereunto set my hand as secretary of said corporation.

A handwritten signature in blue ink, appearing to read "Robert Stabile", is written over a horizontal line.

Robert Stabile
Secretary

2-9-2023

Date

AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
TEAM Inc., Slocum Center
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and TEAM INC., SLOCUM CENTER (the "Contractor" or "Sub-Grantee"), located at 25 Rumford Street, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) ("Enrollment Grant"); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. ("Fee Schedule") of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Four Hundred Ninety-Four Thousand Five Hundred Ninety-Two Dollars (\$494,592.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$354,816 from the School Readiness Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and \$139,776 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-

Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

5.2

5.2.1 The Sub-Grantee shall be compensated for 128 Extended Full Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Extended Full-Day slot over a period of 52 weeks, in an amount not to exceed Three Hundred Fifty-Four Thousand Eight Hundred Sixteen Dollars (\$354,816.00).

5.2.2 The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed One Hundred Thirty-Nine Thousand Seven Hundred Seventy-Six Dollars (\$139,776.00).

2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:


TEAM, INC., SLOCUM CENTER

 Lillian McKenzie

Sign & Print name

By:

_____
Signature

 SUSAN WESENE

Sign & Print name

Its:

Date: 2/2/2023

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

CORPORATE RESOLUTION

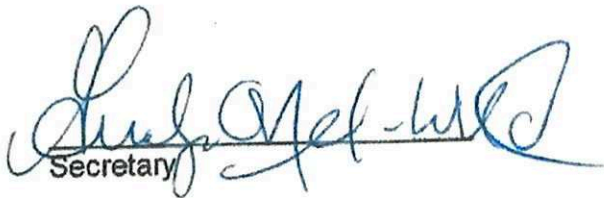
I, Geralyn O'Neil-Wild, hereby certify that I am the duly elected and acting Secretary of TEAM Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 5th day of December, 2022.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said TEAM Inc. corporation this 5th day of December, 2022.


Secretary





RESOLUTION

WHEREAS the Board of Directors of TEAM Inc is charged with the mission of addressing the causes and effects of poverty in the region;

WHEREAS the Board of Directors has employed a Chief Executive Officer to manage its affairs;

WHEREAS TEAM Inc endorses equal opportunity and affirmative action;

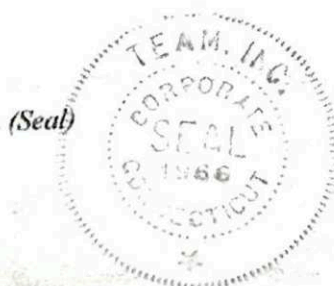
THEREFORE it is RESOLVED:

1. TEAM Inc maintains as policy and supports the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142;
2. TEAM Inc authorizes its President/CEO, **David Morgan**, to apply for grants and enter into and amend contractual instruments with State, Federal and private entities in the name of and on behalf of TEAM Inc for support of programming which furthers the mission of the Agency effective January 1, 2023 and until amended or revoked by decision of the Board of Directors. Such entities and programs include but are not limited to the following:

Programs: Community Services Block Grant, Head Start and Early Head Start, Energy Assistance, Social Services Block Grant, SNAP Outreach, Benefit Counseling and Application Assistance, Social Outreach, Community Partnerships & Engagement, Elderly Services, Elderly Nutrition, Medical Transportation, Homemaking, Child Nutrition (CACFP), Child Day Care, School Readiness, Emergency Food & Shelter, Parent & Family Engagement, Early Childhood, Basic Needs Support, Food Insecurity, Housing Assistance, Diaper Need, Holiday Toys4Kids, Eviction & Foreclosure Prevention, Security Deposit Guarantee, Crisis Counseling & Case Management, Employment Skills & Work Preparation, Budget Counseling & Asset Development, Tax Preparation, Facilities and Equipment, Staff & Board Professional Development & Training, Management, Strategic Planning, General Support and Overhead, and similar programs not specifically named.

Entities: U.S. Department of Health and Human Services; CT Department of Social Services; CT Office of Early Childhood & CT Department of Education; CT Office of Policy & Management; CT Departments of Housing, Public Health, Children & Families, and Labor; Operation Fuel; City & Town Municipalities, Boards of Education and Housing Authorities; Agency on Aging; regional and national foundations and trusts; Connecticut Association For Community Action (CAFCA); CT & National coalitions and support networks; corporations and United Ways; and similar entities not listed.

Also, I do further certify that the above resolution has not been in anyway altered, amended, or repealed, and is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said company this 5th day of December 2022.



GERALYN O'NEIL-WILD, Secretary
Date 12/5/22

AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
The Center for Early Childhood Education at Naugatuck Valley Community
College
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT (“Amendment #1”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and THE CENTER FOR EARLY CHILDHOOD EDUCATION AT NAUGATUCK VALLEY COMMUNITY COLLEGE (the “Contractor” or “Sub-Grantee”), located at 750 Chase Parkway, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the “Parties” to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program (“Grant”), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal (“RFP”) No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) (“Enrollment Grant”); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. (“Fee Schedule”) of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Two Hundred Seven Thousand Six Hundred Forty Dollars (\$207,640.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$187,480 from the School Readiness Grant, less

any intercept funds withheld from the State of Connecticut, CHEFA and \$20,160 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

- 5.1.1** The Sub-Grantee shall be compensated for 20 Full Day slots and 2 Part Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each slot over a period of 52 weeks, in an amount not to exceed One Hundred Eighty-Seven Thousand Four Hundred Eighty Dollars (\$187,480.00).
 - 5.1.2** The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Twenty Thousand One Hundred Sixty Dollars (\$20,160.00).
 - 2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:**
 - 1.** The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.
 - 3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

**THE CENTER FOR EARLY
CHILDHOOD EDUCATION AT
NAUGATUCK VALLEY COMMUNITY
COLLEGE**

Dana D. Elm Dana D. Elm
Sign & Print name

By:

Olga Drescher
Signature

Beth A. Monchew Beth A. Monchew
Sign & Print name

Its: CEO

Date: 2/7/23

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

DELEGATION OF SIGNING AUTHORITY

This policy delegates signing authority by the Board of Regents of Higher Education to the Connecticut State Colleges and Universities executives.

The System Office executives listed below have the authority to sign documents on behalf of the System, and on behalf of the institutions it serves. Executives of each institution listed below have the authority to sign documents on behalf of that institution.

It is expected that all official documents indebteding the respective institutions have been budgeted in the fiscal year in question, or will be accommodated within the approved budget. Any exceptions must be approved by the President of the Connecticut State Colleges & Universities. Any agreements that would structurally change the System must be approved by the Board of Regents.

For each of the System Office, Connecticut State Universities, Connecticut State Colleges, and Charter Oak State College, the following executives have the authority to sign all documents on behalf of his/her organization:

System President and Institution Presidents
System Chief Finance Office and Institution Chief Financial Officers/Chief Administrative Officers

However, if the document in question exceeds \$5M, then two signatures shall be required. Each President has the authority to re-delegate authority within his/her institution. Re-delegations will be specific to the employee's function and in an amount appropriate for the position. Such re-delegation must be documented, signed, and will state a dollar value limitation associated with a position/title, not an incumbent's name. The re-delegation documents should be submitted to the System Chief Financial Officer for maintenance of a master documentation of signature authority.

Official documents include contracts and purchase orders, or other items that are external to the System. This policy does not impact personnel policies, or policies that are internal in nature.

The attached template will be completed by each institution, submitted to the System Chief Financial Officer, and reviewed and, if necessary, updated at the beginning of each fiscal year.

This policy will go into effect upon update of re-delegation materials by each of the institutions or System Office, but no later than November 1, 2016, prior to which the existing policy is in force at the respective location.

Connecticut State Colleges & Universities - (Institution)

8/15/2016

Approval Level	Position	Financial Matters						Travel Authorizations
		Purchase Orders with Contract			Purchase Orders without Contract		Invoices	
1	President	Unlimited but >\$5,000,000 requires CFO also	Unlimited but >\$5,000,000 requires CFO also	Unlimited but >\$5,000,000 requires CFO also	Unlimited but >\$5,000,000 requires CFO also	Unlimited but >\$5,000,000 requires CFO also	≤ \$250,000 > Need Dual Signature	Unlimited
1	Chief Financial Officer	Unlimited but >\$5,000,000 requires President also	Unlimited but >\$5,000,000 requires President also	Unlimited but >\$5,000,000 requires President also	Unlimited but >\$5,000,000 requires President also	Unlimited but >\$5,000,000 requires President also	≤ \$250,000 > Need Dual Signature	Unlimited
1								
1								
2								
2								
3								
3								
4								
4								

Notes:

- 1) Contracts commit the system to business with a particular vendor under certain terms and conditions and thus have the most restrictive approval authorities.
- 2) Requisitions are requests for purchases to be made. These are the least restrictive approvals because there is no encumbrance against system funds until the PO.
- 3) Purchase Orders acknowledge that a purchase is in accordance with all contracts and applicable state Statutes and commits the system to do business for a specific purchase. Purchase Orders under contract are less restrictive than Purchase Orders that are not under contract. In the latter case, such Purchase Order becomes the legal contract.
- 4) Invoice approvals are acknowledging that the goods or services have been received and it is ok to pay. In most instances invoices are against an open purchase order. There are some direct pays such as; subscriptions, food, fees etc. in which case there is more restrictive approvals since there is not already a PO.
- 5) Checks are actual payments and approval signature authority is the most restrictive.
- 6) Travel authorizations are approvals given to employees to travel on state business. In state travel may be approved by a supervisor. Out of state travel is restricted to level 1 approvers.
- 7) Secondary approvals must be from a level 1 or 2 approver if within their limit.
- 8) Approvals may be by any legal means of approving or signing documents and transactions.

ALL CONTRACTS AND REQUISITIONS MUST BE CONTEMPLATED IN THE BUDGET FOR THE YEAR IN QUESTION. EXCEPTIONS MUST BE APPROVED BY THE INSTITUTION CFO.

AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
Greater Waterbury YMCA
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and GREATER WATERBURY YMCA (the "Contractor" or "Sub-Grantee"), located at 136 W Main Street, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) ("Enrollment Grant"); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. ("Fee Schedule") of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Two Million Eight Hundred Seventy-Six Thousand Two Hundred Forty-Four Dollars (\$2,876,244.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$2,596,884 from the School Readiness Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and \$279,360 from the Enrollment Grant, for the term of this Agreement. The fee payable

to the Sub-Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

- 5.1.1** The Sub-Grantee shall be compensated for 291 Full Day in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Full-Day slot over a period of 52 weeks, in an amount not to exceed Two Million Five Hundred Ninety-Six Thousand Eight Hundred Eighty-Four Dollars (\$2,596,884.00).
 - 5.1.2** The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Two Hundred Seventy-Nine Thousand Three Hundred Sixty Dollars (\$279,360.00).
 - 2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:**
 - 1.** The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.
 - 3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.**

[Signature Page Follows]

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:


Neil M. O'Leary
Mayor, City of Waterbury

Date: _____

Sign & Print name


WITNESSES:

GREATER WATERBURY YMCA



Sign & Print name Allison Rekdinov

By:



Signature James O'Rourke

Its: Chief Executive Officer



Sign & Print name

Sameerah Rosa

Date: 2/1/23



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

CORPORATE RESOLUTION

I, Michael L. O'Connor, hereby certify that I am the duly elected Secretary of the Waterbury Young Men's Christian Association, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the governing Board of Directors of said corporation duly held on the 27th day of January 2023.

"It is hereby resolved that James M. O'Rourke is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof" within the scope and authority as Chief Executive Officer.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Waterbury Young Men's Christian Association corporation this 1st day of February 2023.

Seal



Michael L. O'Connor, Secretary

AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
The Ark Child Development Center, Inc.
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT (“Amendment #1”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and THE ARK CHILD DEVELOPMENT CENTER, INC. (the “Contractor” or “Sub-Grantee”), located at 2030 E Main Street, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the “Parties” to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program (“Grant”), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal (“RFP”) No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) (“Enrollment Grant”); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. (“Fee Schedule”) of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Seven Hundred Eighty Thousand Eight Hundred Thirty-Six Dollars (\$780,836.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$704,996 from the School Readiness

Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and \$75,840 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

5.1.1 The Sub-Grantee shall be compensated for 79 Full Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Full-Day slot over a period of 52 weeks, in an amount not to exceed Seven Hundred and Four Thousand Nine Hundred Ninety-Six Dollars (\$704,996.00).

5.1.2 The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Seventy-Five Thousand Eight Hundred Forty Dollars (\$75,840.00).

2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:

- 1.** The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Date: _____

Sign & Print name

WITNESSES:

**THE ARK CHILD DEVELOPMENT
CENTER**

Sign & Print name

By:

Signature

Its: _____

Sign & Print name

Date: _____

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

AMENDMENT #1
To
Agreement
RFP No. 7237
between
The City of Waterbury, Connecticut
and
Children's Village, Inc.
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and CHILDREN'S VILLAGE, INC. (the "Contractor" or "Sub-Grantee"), located at 545 Bound Line Road, Wolcott, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7237 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) ("Enrollment Grant"); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. ("Fee Schedule") of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Two Hundred Seventeen Thousand Four Hundred Forty-Eight Dollars (\$217,448.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$196,328 from the School Readiness Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and \$21,120 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-

Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

- 5.1.1** The Sub-Grantee shall be compensated for 22 Full Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Full-Day slot over a period of 52 weeks, in an amount not to exceed One Hundred Ninety-Six Thousand Three Hundred Twenty-Eight Dollars (\$196,328.00).
 - 5.1.2** The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Twenty-One Thousand One Hundred Twenty Dollars (\$21,120.00).
- 2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:**
 - 1.** The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.
- 3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Date: _____

Sign & Print name

WITNESSES:

CHILDREN'S VILLAGE, INC.

Sign & Print name

By:

Signature

Its: _____

Sign & Print name

Date: _____

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
Catholic Charities, Inc.
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and CATHOLIC CHARITIES, INC. (the "Contractor" or "Sub-Grantee"), located at 965 South Main Street, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) ("Enrollment Grant"); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. ("Fee Schedule") of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Three Hundred Ninety-Five Thousand Three Hundred Sixty Dollars (\$395,360.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$356,960 from the School Readiness Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and \$38,400 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-Grantee for the

2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

- 5.1.1** The Sub-Grantee shall be compensated for 40 Full Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Full-Day slot over a period of 52 weeks, in an amount not to exceed Three Hundred Fifty-Six Thousand Nine Hundred Sixty Dollars (\$356,960.00).
 - 5.1.2** The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Thirty-Eight Thousand Four Hundred Dollars (\$38,400.00).
- 2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:**
 - 1.** The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.
- 3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name


Date: _____

WITNESSES:

CATHOLIC CHARITIES, INC.


Sign & Print name

By:


Signature


Sign & Print name

Its: Chief of Operations

Date: 2/3/23

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.



Catholic Charities

Archdiocese of Hartford

ADMINISTRATIVE OFFICE
839-841 Asylum Avenue
Hartford, CT 06105-2801
Phone (860) 493-1841
Fax (860) 548-1930
www.ccaoh.org

MOST REVEREND LEONARD P. BLAIR, S.T.D.

President

DEACON DENNIS R. FERGUSON

Chairperson, Board of Trustees

MAREK K. KUKULKA

Chief Executive Officer

I, Patricia MacRae, Secretary of Catholic Charities, Inc. - Archdiocese of Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a full and true copy of a resolution adopted by the Board of Trustees of said organization, on the third day of November 2022.

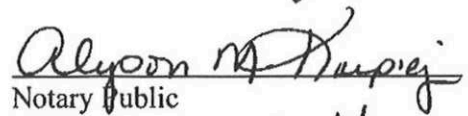
RESOLVED THAT MAREK KUKULKA, CHIEF EXECUTIVE OFFICER; BRIAN ZEBROWSKI, CHIEF FINANCIAL OFFICER; LIZ BRYDEN, CHIEF OF OPERATIONS; AND RICHARD A. BRAAM, TREASURER, ARE HEREBY AUTHORIZED TO MAKE, EXECUTE, AND APPROVE ON BEHALF OF CATHOLIC CHARITIES, INC. - ARCHDIOCESE OF HARTFORD, ANY AND ALL CONTRACTS AND ANY AND ALL BONDS OR OTHER INSTRUMENTS, AS PART OF OR INCIDENT TO SUCH CONTRACTS; EFFECTIVE UNTIL OTHERWISE ORDERED BY THE BOARD OF TRUSTEES. ANY EXECUTED CONTRACT OVER THE AMOUNT OF \$250,000 WILL BE RATIFIED BY THE BOARD OF TRUSTEES. IT IS FURTHER AUTHORIZED THAT, FROM TIME TO TIME AND AS DEEMED APPROPRIATE, THE CHIEF EXECUTIVE OFFICER MAY DELEGATE LIMITED CONTRACTING RESPONSIBILITY TO ONE OR MORE OF THE PROGRAM DIRECTORS.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Catholic Charities, Inc.- Archdiocese of Hartford, this 3rd day of February 2023.


Patricia MacRae, Secretary

Subscribed and sworn to before me this 3rd day of February 2023.


Notary Public
My Commission Expires: May 31, 2023



AMENDMENT #1
To
Agreement
RFP No. 7183
between
The City of Waterbury, Connecticut
and
Children's Community School
for
Sub-Grantee Services under the School Readiness Program

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and CHILDREN'S COMMUNITY SCHOOL (the "Contractor" or "Sub-Grantee"), located at 11 Wolcott Street, Waterbury, Connecticut, a duly registered State of Connecticut corporation (jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7183 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City was awarded additional enrollment-based funding on December 20, 2022 for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013) ("Enrollment Grant"); and

WHEREAS, in accordance with Section 18 of the Agreement, the parties agree to amend the Agreement to include such additional funding; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5.1. ("Fee Schedule") of the above referenced Agreement shall be amended to include additional funding. Therefore, Section 5.1. shall be deleted in its entirety and replaced with the following:**

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed Three Hundred Fifty-Five Thousand Eight Hundred Twenty-Four Dollars (\$355,824.00), the total amount of the Grant awards for the Sub-Grantee per Grant Year. Such fee consists of \$321,264 from the School Readiness Grant, less any intercept funds withheld from the State of Connecticut, CHEFA and \$34,560 from the Enrollment Grant, for the term of this Agreement. The fee payable to the Sub-

Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment is as follows:

5.1.1 The Sub-Grantee shall be compensated for 36 Full Day slots in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per each Full-Day slot over a period of 52 weeks, in an amount not to exceed Three Hundred Twenty-One Thousand Two Hundred Sixty-Four Dollars (\$321,264.00).

5.1.2 The Sub-Grantee shall be compensated additional funds awarded by the State of Connecticut as part of the Enrollment Grant, in an amount not to exceed Thirty-Four Thousand Five Hundred Sixty Dollars (\$34,560.00).

2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

3. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

CHILDREN'S COMMUNITY SCHOOL

Allison Croce

Sign & Print name

Allison Croce

Katherin Sniffin

Sign & Print name

By:

Patrick Stuhler
Signature

Its: DEVELOPMENT and OPERATIONS OFFICER

Date: 2-2-2023

ATTACHMENT A to Amendment #1

1. The School Readiness – Priority Enrollment-Based Grant Award, dated December 20, 2022 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00013), consisting of 1 page, attached hereto.

CORPORATE RESOLUTION


I, Lanita Layton-Eady, hereby certify that I am the duly elected and acting Secretary of CHILDREN'S COMMUNITY SCHOOL a corporation organized and existing under the laws of the State of CONNECTICUT, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 7 day of FEB, 2023

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said CHILDREN'S COMMUNITY SCHOOL corporation this 7 day of Feb, 2023


Secretary

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.3

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Torsh, Inc. for Online Comprehensive Professional Development Platform for School Readiness programs, subject to any non-substantive changes approved by the Corporation Counsel's Office.



Waterbury School Readiness

Executive Summary

DATE: February 8, 2023

TO: Honorable Board of Education

From: Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting for your approval an Amendment to an Agreement with TORSH Inc. to provide online software for coaching and monitoring of School Readiness programs.

This Amendment extends the term of the Agreement by (6) months through December 31, 2027, and includes student data privacy provisions. There is no change to the scope of services or cost.

The change in term is due to the expiration of the original State Grant. We did not receive the official notice of the successor Grant until Dec 2022, at which time we connected to that new grant funding.

This contract was initiated under the Request for Proposal Process (RFP # 7257). There was one (1) total bidder for the project, with the firm and pricing being acceptable. A letter from the Purchasing Department approving this Amendment under 38.073 of the Ordinance has been received.

The total cost of the underlying agreement was \$54,720.00, funded by the Administrative Enhancement Grant for FY 23 received by the City of Waterbury from the State Office of Early Childhood. There is no cost to the city for this agreement.

The purpose of the grant was to provide support to the School Readiness office to monitor programs and enhance program quality.

Respectfully submitted,

Krista Pisano

Waterbury School Readiness

AMENDMENT #1
To
Professional Services Agreement
RFP No. 7257
for
Online Comprehensive Professional Development Platform
between
The City of Waterbury, Connecticut
and
Torsh, Inc.

THIS AMENDMENT (“Amendment #1”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and TORSH, INC. (the “Contractor”), located at 701 Loyola Avenue, Suite #52377, New Orleans, Louisiana 70152, a duly registered State of Delaware corporation (jointly referred to as the “Parties” to this Amendment #1).

WHEREAS, Contractor submitted a proposal to the City responding to **RFP No. 7257** for an Online Comprehensive Professional Development Platform, and the City selected the Contractor to perform the services; and

WHEREAS, the City and Torsh, Inc. entered into an Agreement effective August 24, 2022 (the “Agreement” or “Contract”), for an Online Comprehensive Professional Development Platform; and

WHEREAS, in accordance with Section 21 of the Agreement, the parties agree to amend the Agreement to add six (6) months to the term and include student data privacy provisions; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 5. (“Contract Time”) of the above referenced Agreement shall be amended modify the term of the Agreement. Therefore, Section 5. shall be deleted in its entirety and replaced with the following:**

5. Contract Time. The term of this Contract shall commence March 1, 2023, pending all necessary approvals and terminate December 31, 2027, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. All licenses purchased hereunder shall remain in full force and effect and be supported contractually during this contract term.

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

completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

2. Section 6. ("Compensation") of the above referenced Agreement shall be amended by deleting Section 6 in its entirety and replacing it with the following:

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

6.1. For a License allowing for up to 100 users for a period commencing March 1, 2023 and terminating December 31, 2027 the City shall pay Contractor the sum of \$54,720. Said sum is to be in full satisfaction of the City's contracted prices for the license as stated herein and as more fully defined in the Torsh, Inc. Response to **RFP No. 7257** dated May 10, 2022 and revised January 24, 2023. Said sum will be paid in full at or before initiation of access to the licensed software.

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

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 7257** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all software labor, services, equipment, materials, reports, plans, specifications, deliverables,

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

3. Section 12. ("Intentional left blank") of the above referenced Agreement shall be amended to include student data privacy provisions. Therefore, Section 12. shall be deleted in its entirety and replaced with the following:

12. To the extent that Contractor stores, accesses or comes into contact with student data as defined herein, the Contractor shall ensure that the Contractor and its employees shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "Contractor" includes any employees or subcontractors of the Contractor.

12.1. Student Education Records. The Parties acknowledge that in the course of the work performed pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The Contractor shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the work performed only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The Contractor shall instruct its employees and any subcontractors on their obligations to comply with FERPA.

12.2. Student Data Privacy.

12.2.1. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Contractor.

12.2.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a

copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

12.2.3. The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

12.2.4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.

12.2.5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.

12.2.6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

12.2.7. Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

12.2.8. Student Data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and the City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.

12.2.9. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

12.2.10. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

12.2.11. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

12.2.12. If any changes in the law or regulations with respect to the provisions of this Section 12 regarding student confidentiality, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:

1. Contractor's Revised Response to RFP No. 7257, dated January 24, 2023, consisting of 1 page, attached hereto.

5. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

Amendment #1 to Professional Services Agreement
Between the City of Waterbury and Torsh, Inc.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:


Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

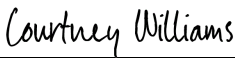
WITNESSES:

TORSH, INC.


DocuSigned by:


FA1448D1C767483...
Sign & Print name Angela Daliet

By:

DocuSigned by:


A6F0456A7AB4478...
Signature

DocuSigned by:


FB61B45ECE7A496...
Sign & Print name John Williams

Its: Courtney Williams, CEO

Date: 2/9/2023

Amendment #1 to Professional Services Agreement
Between the City of Waterbury and Torsh, Inc.

ATTACHMENT A to Amendment #1

1. Contractor's Revised Response to RFP No. 7257, dated January 24, 2023, consisting of 1 page, attached hereto.



2023/2024 4Yrs/6Mths Non-HIPAA Pricing Proposal
for Waterbury Public Schools, School Readiness on 01/24/2023*

*Expires on 02/24/2023

Term Dates	Term #	Term Type	Cost/License/Term	# of Licenses	Total
03/01/2023 - 02/28/2027	4	Years	\$109.44	100	\$43,776.00
03/01/2027 - 12/31/2027	10	Months	\$10.94	100	\$10,944.00

Grand Total:	\$54,720.00
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Cost Per License Pricing Breakdown

Tier of Service	Annually	Monthly
TORSH Talent Premium	\$ 160.00	\$ 16.00
<i>Add-Ons</i>		
<input type="checkbox"/> Zoom Integration	Free	Free
Standard Cost per License	\$ 160.00	\$ 16.00
Less Volume Discount 10.00%	\$ (16.00)	\$ (1.60)
Less Multi-Year Discount 20.00%	\$ (28.80)	\$ (2.88)
Less Lagniappe Discount 5.00%	\$ (5.76)	\$ (0.58)
Total Cost per License per Term	\$ 109.44	\$ 10.94

Tiers of Service with Standard Pricing Breakdown

Tier Information	Monthly**	Annually**
BASIC (www.torsh.co/talent-tier/basic)	\$ 9.90	\$ 99.00
PREMIUM (www.torsh.co/talent-tier/premium)	\$ 16.00	\$ 160.00
<u>ADD-ONS - Add-Ons can be added to any tier of service</u>		
<input type="checkbox"/> Custom Workflows	\$ 2.00	\$ 20.00
<input type="checkbox"/> Custom LMS Integration (Blackboard, Canvas, Sakai)	\$ 1.50	\$ 15.00
<input type="checkbox"/> Single Sign On/API Integration	\$ 1.50	\$ 15.00
<input type="checkbox"/> Insights API	\$ 1.50	\$ 15.00
<input type="checkbox"/> Network Architecture	\$ 0.50	\$ 5.00
<input type="checkbox"/> edTPA portfolios	\$ 0.50	\$ 5.00
<input type="checkbox"/> Zoom Integration	Free	Free
**All prices are listed per user license		

TORSH INC.
701 Loyola Avenue, #52377
New Orleans, LA 70152
Contact: Angela Daliel
Email: angela@torsh.co
TIN: 45-3559243

CORPORATE RESOLUTION


I, Mark Rigdon, hereby certify that I am the duly elected and acting Chairman of the Board of Torsh Inc., a corporation organized and existing under the laws of the State of Delaware, and do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 9th day of February, 2023.

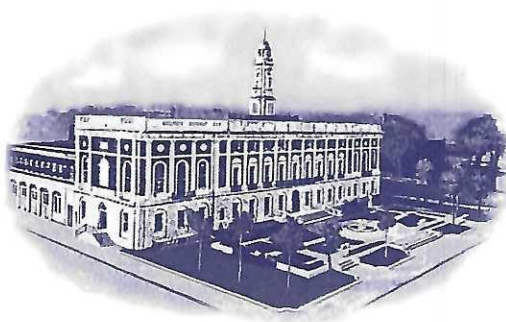
“It is hereby resolved that Courtney Williams is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Torsh Inc., this 10th day of February, 2023.


DocuSigned by:

7D799844A15E4E3...
Chairman of the Board

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Krista Pisano, School Readiness Liaison

From: Kevin McCaffery, Director of Purchasing 

Subject: Waiver Request – Amendment #1 to Early Childhood Online Coaching Software Agreement between the City of Waterbury and TORSH, Inc.

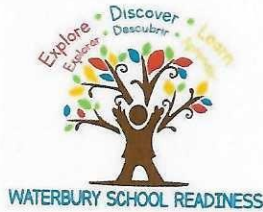
Date: January 12, 2023

I have reviewed the information provided by Krista Pisano, School Readiness Liaison, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

- (B) (1) The amendment is consistent with the scope of the original procurement.
(2) Soliciting qualifications, proposals or competitive bids for purchase would:
(a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with the above-mentioned vendor.



Office of Early Childhood

Waterbury Public Schools

30-B Church Street • Waterbury, Connecticut 06702
Tel. (203) 573-6684

Date: January 11, 2023

To: Kevin McCaffery, Purchasing Director

From: Krista Pisano, School Readiness Liaison

Subject: Permission to amend TORSH, Inc. Online Comprehensive Development Platform contract with Waterbury

The office of School Readiness seeks to amend the current Waterbury contract with TORSH, Inc. TORSH, Inc. was originally awarded a five-year contract in May of 2022 that was to begin in July of 2022 and end in June of 2027. We are requesting an extension of the contract to end December 31, 2027, as the start date was moved to March of 2023.

This contract was initiated under the Request for Proposal Process (RFP # 7257). There was one (1) total bidder for the project, with the firm and pricing being acceptable. The total cost of the contract will be \$54,720.00 and the funding source is the Supplemental Administrative Grant, FY 23, received by the City of Waterbury from the State Office of Early Childhood.

There will be no changes to scope of work, services provided or the cost. As such, the office of School Readiness requests your written permission as Director of Purchasing, under section 38.073, to amend the contract to extend the end date to December 31, 2027. Please reach out if there is any additional information needed.

Thank you,

Krista Pisano

Krista Pisano, Waterbury School Readiness Liaison

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.4

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Area Cooperative Educational Services Corporation (ACES) for LEAP (Learner Engagement Attendance Program) Program Administration, subject to any non-substantive changes approved by the Corporation Counsel's Office.



Quineshia Brown-Coles
Family Community Engagement Manager
(203) 346-3520
Quineshia.brown@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education

FROM: Quineshia Brown-Coles, Family & Community Engagement Manager

DATE: February 16, 2023

RE: Executive Summary

EXECUTIVE SUMMARY

Waterbury Public Schools requests to enter into a Professional Services Agreement with Area Cooperative Educational Services, or ACES, to serve as the fiduciary Manager for the Learner Engagement and Attendance Program, also known as LEAP. ACES will be instrumental in the hiring, onboarding, and payroll for all LEAP staff, including the City Coordinator, City Team Leader, Team Leaders, and Engagement Specialists. The program is being funded in one lump sum of \$800,000 by the Connecticut Department of Education's ARPA grant.

The LEAP program will be active for approximately 39 weeks from January 1, 2023- September 30, 2023 at seven (7) Waterbury Public Schools. The seven (7) schools include: Crosby High, Wilby High, Kennedy High, Enlightenment, Wallace Middle, West Side Middle, and Driggs Elementary School in an effort to improve student attendance, and thereby, student achievement. The district will implement a student engagement plan to guide district efforts to increase student achievement through intentional relationship focused home visitations with related supports and services. Our goal, and desired outcome, is to improve the attendance of those students that are most vulnerable and chronically absent so that they can productively return to their learning communities as successful learners.

The term of the agreement is upon the signature of the parties and will continue until September 2023.

Sincerely,
Quineshia Brown-Coles
Quineshia Brown-Coles, MSW
Family and Community Engagement Manager

PROFESSIONAL SERVICES AGREEMENT

For

LEAP Program Administration

between

The City of Waterbury, Connecticut

and

Area Cooperative Educational Services Corporation (ACES)

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION, a Connecticut corporation located at 350 State Street, North Haven, Connecticut ("ACES" or the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to provide fiduciary agent and administration support with respect to the Waterbury Public Schools Learner Engagement Attendance Program ("LEAP") 2.0 Grant program, including the support and fiscal administration of the LEAP Grant Program materials, staffing, and payroll; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide fiduciary agent and administration support with respect to the Waterbury Public Schools LEAP 2.0 Grant program, including

the support and fiscal administration of the LEAP Grant Program materials, staffing, and payroll, including but not limited to:

- ACES will act as Fiduciary Agent for the LEAP 2.0 funds
- ACES will hire all staff for the LEAP program and compensate staff in work performed associated with the function of LEAP
- ACES will pay all vendors and all billable services/ expenses
- ACES will assist in applying for the LEAP funds in eGMS

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source approval dated December 5, 2022 (attached hereto)
- 1.1.2 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.3 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.4 All Required Licenses
- 1.1.5 Required Contract Provisions ARPA Funded Projects

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

- 1.2.1 This Contract document.
- 1.2.2 Sole Source documents
- 1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

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

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

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

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

Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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

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

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). All work defined within the Scope of Work governing this Contract shall be completed no later than June 30, 2024.

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

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

Compensation for the Contractor's services shall not exceed Eight Hundred Thousand Dollars (\$800,000.00) as follows:

Salaries:	\$ 634,703.00
Benefits (payroll taxes):	\$ 48,074.00
Travel:	\$ 4,200.00
Supplies	\$ 9,023.00
Fiduciary Administrative Fee:	<u>\$ 104,000.00</u>
Total:	\$ 800,000.00

The total compensation shall be limited to the amount awarded to the City pursuant to the LEAP grant. The Fiduciary Administrative Fee shall be capped at thirteen percent (13%) of the LEAP grant award. The compensation shall be paid upon submission of an itemized invoice which includes a detailed description of work performed and date of service, invoiced quarterly.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.3. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or

officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

9. Contractor's Insurance.

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

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations

are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

9.4.2 Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess / Umbrella Liability: \$1,000,000 each occurrence, \$1,000,000 aggregate

9.4.5 Professional Liability / Errors & Omissions Insurance:
\$1,000,000.00 each wrongful act. \$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be

endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each
Occurrence, \$1,000,000.00 Aggregate
(Applicable to Contractors working directly with Youth/Minors)

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

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29

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

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby

incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

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

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

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

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right

to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or

functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

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

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

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure

by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

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

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

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

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

25. Contract Change Orders.

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

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

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment

amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned Procurement Waiver documents and (ii) the Consultant's proposal responding to the aforementioned Procurement Waiver documents.

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

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the 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: Area Cooperative Educational Services Corporation (ACES)
350 State Street
North Haven, CT 06473

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

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

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:
<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

(signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print name: _____

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name: _____


Date: _____

WITNESSES:

**AREA COOPERATIVE
EDUCATIONAL SERVICES
CORPORATION**

Sign: Thomas Dancy

Print name: Thomas Dancy

By: 

Its: Timothy Howes

Sign: Dee A Colson

Print name: Dee A. Colson

Date: 2/3/23

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Certificates of Insurance, incorporated by reference (attached hereto)
3. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
4. All Required Licenses (see attached Document)
5. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



DRAFT
ACES GOVERNING BOARD MINUTES
THURSDAY, May 12, 2022, Meeting at Noon
205 Skiff Street, Hamden, CT

Governing Board: Ellen Michaels, Branford; Laura Harris, Derby; Kevin Shea, Hamden; Ethel Grant, Naugatuck; Jana Balsamo, North Branford; Amanda Gabriele, North Haven; Susan Riccio, Orange; Lindsay Dahlheimer, RSD #13; Thomas Van Stone, Waterbury; Roberta Leonard, Wolcott.

ACES: Olga Simoes, Steven Cook, Timothy Howes, Thomas Danehy, William Rice, Steven Cook, Rebecca Cuevas.

Not Present: Ansonia, Bethany, Cheshire, East Haven, Hamden, Meriden, Middletown, Milford, New Haven, Oxford, RSD #5, RSD #16, Seymour, Wallingford, West Haven, Woodbridge.

Members of Audience: William Jacobs, AEA

1. Welcome/Call to Order

Ms. Susan Riccio called the ACES Governing Board meeting to order at 12:07 pm after determining a quorum was present.

2. Pledge of Allegiance

Ms. Susan Riccio

3. Public Participation/Communications

N/A

4. Approval of Minutes

Ms. Ethel Grant motioned to accept the minutes of the ACES Governing Board on April 21, 2022.
Ms. Roberta Leonard seconded.

All in favor: Motion Passed Unanimously
Opposed: None
Abstention: Amanda Gabriele & Lindsay Dahlheimer

VOTE

WWW.ACES.ORG

Peter C. Young Building • 350 State Street • North Haven, CT 06473-3108 | Phone (203) 498-6800 • Fax (203) 498-6890

The Regional Educational Service Center Serving South Central Connecticut.
ACES does not discriminate on the basis of race, color, age, ethnicity, national origin, gender, disability or sexual orientation.



5. Executive Director's Report - Dr. Thomas Danehy

- a. Remote High School update
- b. Create a Facility Naming Committee
 - WIMS, 88 Bassett St. North Haven
 - ACES at CHASE, 565 Chase Pkwy, Waterbury
 - Wintergreen, 670 Wintergreen Ave, Hamden
- c. Draft Policy concerning Transgender and Gender Non-conforming students

6. Filing of the Fiscal Report (subject to audit) - Mrs. Olga Simoes/Ms. Laura Harris

May 2022 fiscal report increased by \$9,335 from the figure reported in April 2022, with a fund balance of \$140,388 (surplus). During May 2022, we are continuing to review open purchase orders and adjust them accordingly. All final expenditure requests have been submitted and accounted for in the May 2022 forecast, along with the salary projections for the remainder of the year. Our Special Education Schools surplus remains steady, and our efforts are focused on reducing Magnet School Deficit. Operations deficit will be reduced by the proceeds from the sale of the property. We anticipate the surplus to increase and include the receipt of E-Rate funding to cover technology costs.

Ms. Laura Harris motioned to accept the filing of the Fiscal Report.

Ms. Roberta Leonard seconded.

All in favor: Motion Passed Unanimously
Opposed: None
Abstention: None

VOTE

7. Approval of Human Resources Report - Mr. Steven Cook

Mr. Cook presented the HR report and reported 19 new hires, 14 resignations, six transfers/position changes, six leaves, and 0 retired. In addition, Mr. Cook noted that the new EAP program has begun. Dr. Danehy and Mr. Cook had an opportunity to participate in a news conference with Senator Blumenthal. Senator Blumenthal has helped fund the Teacher Residency Program with 275,000.00 dollars that will allow for the development of a Special Education certification program that will benefit ACES to increase the diversity of our teacher ranks.

Ms. Ethel Grant motioned to accept the filing of the HR Report.

Ms. Ellen Michaels seconded.

All in favor: Motion Passed Unanimously
Opposed: None
Abstention: None

VOTE

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8. Curriculum & Instruction Report - Mr. William Rice

Mr. Rice reported that all programs and schools are in-person with appropriate COVID Protocols. We continue to work on upcoming construction projects for CHASE, 88 Bassett, and 670 Wintergreen Ave.

9. Early Head Start Update – Ms. Rebecca Cuevas

Ms. Rebecca Cuevas requests the approval of the Early Head Start monthly reports and contract summaries.

Ms. Amanda Gabriele motioned to accept the Early Head Start monthly reports and contract summaries. Ms. Laura Harris seconded.

All in favor: Motion Passed Unanimously
Opposed: None
Abstention: None

VOTE

10. New Business

a. Granting of Signing Authority

“That Dr. Thomas M. Danehy, Executive Director, and in his absence or incapacity, Timothy Howes, Deputy Executive Director, be authorized to make, sign, execute and approve on behalf of the ACES Governing Board all grants/contracts with the State of Connecticut and its Agencies and school districts and municipalities. “This authorization shall remain in force until rescinded by the action of the ACES Governing Board.”

Ms. Ethel Grant motioned to accept the approval of Dr. Danehy and Timothy Howes, the Signing Authority for ACES.

Ms. Ellen Michaels seconded.

All in favor: Motion Passed Unanimously
Opposed: None
Abstention: None

VOTE

b. Possible action to create a nomination committee for elections of Board Officers: Chair, Vice-Chair, Fiscal Officer, and Executive Committee Members.

Ms. Ethel Grant volunteered to lead the Nomination Committee for Board Officers. Ms. Roberta Leonard and Lindsay Dahlheimer have volunteered to assist on the committee.

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c. Governing Board meeting schedule for 2022-2023

d. First Read on Transgender and Gender Non-Conforming Students

Second read in June's ACES Governing Board Meeting.

11. Possible Executive Session

- a. Possible approval of Stipulated Agreement regarding Expulsion.

Ms. Roberta Leonard moved to enter into Executive Session at 12:43 pm with the Governing Board, Dr. Thomas Danehy, and William Rice for approval of a Stipulated Agreement regarding an Expulsion.

Ms. Laura Harris seconded.

12. Adjournment

Adjourn out of Executive session at 1:02 pm.

13. Other

- a. Finance Committee Meeting, June 2, 2022
b. Regular Board Meeting, June 2, 2022

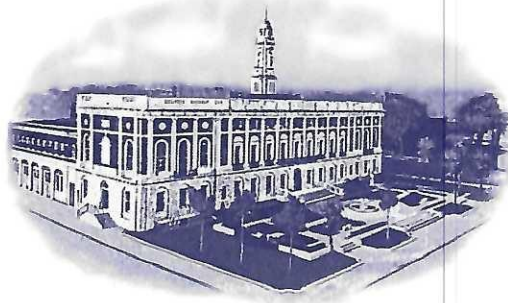
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KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Quineshia Brown, Family and Community Engagement Manager Office

From: Kevin McCaffery, Director of Purchasing *KM*

Subject: Sole Source for Area Cooperative Educational Service (ACES) for the LEAP Program, 2022-2023

Date: December 5, 2022

After review of your memo dated November 28, 2022 indicating that ACES was selected by the State of CT last year as the direct project and fiduciary manager of the funds allocated for LEAP in Waterbury and that ACES was instrumental in the hiring, onboarding and compensation of Waterbury Public School staff for the LEAP program, it is my opinion that ACES is best suited to continue this service and be considered a sole source for this MOA. Also, the arrangement with ACES has benefitted Waterbury in terms of value and keeping organizational cost low. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1)(4).



WATERBURY
PUBLIC SCHOOLS

Ms. Quineshia Brown

Family and Community
Engagement Manager Office

(203) 346-3520

quineshia.brown@waterbury.k12.ct.us

INTEROFFICE MEMORANDUM

To: Kevin McCaffery, Director of Purchasing
From: Quineshia Brown, Family and Community Engagement Manager
Date: November 28, 2022
Subject: Sole Source procurement review of the Waterbury Public Schools and Area Cooperative Educational Service Memorandum of Agreement for the LEAP program, 2022-2023.

In June 2021, Waterbury Public Schools was awarded a grant from the State of Connecticut. The grant is for the Learner Engagement Attendance Program, or LEAP. The grant was awarded to several districts across the state in an effort to improve student attendance, and address the spike of truancy numbers caused by the Covid-19 pandemic through family engagement, scheduled home visits, and connection to needed resources.

Initially, in the 2021-2022 school year, the State of Connecticut designated Area Cooperative Educational Service, or ACES, as the direct project and fiduciary manager of the funds allocated for LEAP in Waterbury. As Waterbury Public Schools introduced and implemented this program, ACES was instrumental in the hiring, onboarding, and compensation of Waterbury Public School staff. This arrangement was under the direction of the State.

Now, in the 2022-2023 school year, the state has renewed this program again; however, the state has decided to allow districts more control and collaboration on managing both the program and the funds. Because ACES had provided both services to us last year, and this arrangement benefitted Waterbury in terms of value and keeping organizational costs low for operations, I am requesting, that you find the MOA between the Waterbury Public Schools and the Area Cooperative Educational Services (ACES) involves a sole source, exempt from the procurement ordinance.

Please feel free to call me with any questions or if you are in need of additional information. Thank you for your consideration.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.5

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Memorandum of Understanding with Community Mental Health Affiliates (CMHA) to facilitate SMART Recovery Groups for high schools, subject to any non-substantive changes approved by the Corporation Counsel's Office.



MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services
Melina Rodriguez, Interim Assistant Director of Pupil Services

DATE: February 10, 2023

RE: Executive Summary

EXECUTIVE SUMMARY

The Department of Education requests to enter into a no-cost agreement with Community Mental Health Affiliates, Inc. (CMHA) procured through a sole source for the purposes of implementing a SMART Recovery program to high school students. This program would operate in identified high schools within Waterbury to provide the following services at no charge to the district:

- facilitate intervention groups for students who struggle with substance abuse
- provide information, and resources, and make referrals regarding substance abuse challenges

The term of the contract is upon the signature of the parties and will be for the duration of one year upon execution.

The proposed contract is attached for your review and consideration, as an affidavit of Disclosure and Certification, and a tax clearance form for Community Mental Health Affiliates, Inc.



**Memorandum of Understanding
Between
Community Mental Health Affiliates, Inc. (CMHA)
And
Waterbury Public Schools**

Community Mental Health Affiliates, INC. (CMHA) and Waterbury Public Schools, hereby agree to establish collaborative relationship for the purpose of facilitating SMART Recovery Groups for Teens, Friends & Family on the premises of up to three Waterbury Public High Schools after normal operating hours at no cost to the district. CMHA and the district will collaborate to identify at which high schools the groups will be facilitated.

CMHA and Waterbury Public Schools agree to work collaboratively and:

1. Provide SMART Recovery Groups for Teens, Friends & Family and additional resources as needed to best support the youth of Waterbury Public Schools.

A. Under the Memorandum of Understanding CMHA agrees to:

1. Coordinate with the appropriate faculty at the previously identified high schools in order to facilitate SMART Recovery Groups, after hours, at least once (1) per week for Teens and Friends & Family, with the option of additional groups if needed and/or requested by staff, students, or families.
2. Provide informational materials on services, programs, and referrals to parents, students, or faculty upon request.
3. Will designate a point person to oversee the program

B. Under the Memorandum of Understanding Waterbury Public Schools agrees to:

1. Allow CMHA to utilize appropriate space at the previously identified high schools for the facilitation of SMART Recovery Groups for Teens, Friends & Family.
2. Inform faculty, parents, and guardians of the SMART Recovery Group as a no cost, open-to-all support group for individuals.
3. High school personnel will continue to support the referral of students to the groups as well as provide continuous outreach to caregiver about the program to encourage family engagement.

Confidentiality

Both parties agree not to use, disclose, amend, or transmit PHI of any patient other than in a manner that is consistent with all applicable federal and state laws and regulations, and upon written authorization provided by the patient. All patient communications between care providers will be consistent with



HIPAA of 1996, Privacy and Security Regulations, and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse patient records.

Both parties acknowledge that receiving, storing, processing or otherwise dealing with any patient information is fully subject to the provisions of the Federal regulations governing confidentiality of Alcohol and Drug Abuse patient records, 42 CFR Part 2, and will thus undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided an allowed for in the Federal confidentiality regulations, 42 CFR Part 2.

Termination

This agreement may be terminated, without cause, by either party upon 30 days prior to written notice to the other party. The Agreement may also be terminated immediately upon written notice for cause. This instrument contains the entire and only agreement between the parties on this subject and no oral statements or representations of written matter not contained in this instrument shall have any force or effect. This Agreement shall not be amended or modified in any way except by writing executed by both parties.


Hold Harmless/Indemnity

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

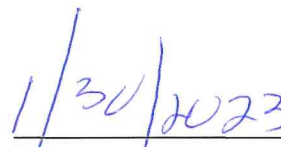
Additional responsibilities may be established in the implementation of this Memorandum based on the mutual agreement of both parties.

Payment: There is no cost to Waterbury Public School District due to CMHA obtaining funding through a grant.

Signatures:



Mary R. Gilhuly, CPA
Executive Vice President & CFO
Community Mental Health Affiliates



Date:

Dr. Verna Ruffin
Superintendent of Schools
Waterbury Public Schools

Date:

MEMORANDUM OF UNDERSTANDING
for
SMART RECOVERY GROUP FOR TEENS, FRIENDS & FAMILY
between
THE CITY OF WATERBURY
And
COMMUNITY MENTAL HEALTH AFFILIATES

This Memorandum of Understanding (“MOU”) is between the City of Waterbury, Waterbury Public Schools (the “City” or “Waterbury Public Schools”) and Community Mental Health Affiliates (“CMHA” or “Consultant”) (Jointly referred to as the “Parties” to this MOU).

- 1. Purpose and Goals.** The purpose of this MOU is a joint effort to facilitate SMART Recovery Groups for Teens, Friends & Family at three (3) Waterbury Public High Schools and provide additional resources as needed to best support youth at Waterbury Public Schools. CMHA and the City will collaborate to identify the Waterbury Public High Schools at which the groups will be facilitated.
- 2. Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities:

2.1. CMHA Responsibilities.

- 2.1.1.** CMHA shall coordinate with the appropriate faculty at the previously identified high schools in order to facilitate SMART Recovery Groups, after hours, at least once (1) per week for Teens and Friends & Family, with the option of additional groups if needed and/or requested by staff, students, or families.
- 2.1.2.** CMHA shall provide informational materials on services, programs, and referrals to parents, students, or faculty upon request.
- 2.1.3.** CMHA shall designate a point person to oversee the program.

2.2. City Responsibilities.

- 2.2.1.** The City shall allow CMHA to utilize appropriate space at the previously identified high schools for the facilitation of SMART Recovery Groups for Teens, Friends & Family.
- 2.2.2.** The City shall inform faculty, parents, and guardians of the SMART Recovery Group as a no cost, open-to-all support group for individuals.
- 2.2.3.** Personnel within Waterbury Public Schools High Schools shall continue to support the referral of students to the groups as well as provide continuous outreach to caregivers about the program to encourage family engagement.

3. **Duration.** This MOU shall become effective on the date executed by the Mayor and will remain in effect for one (1) year, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date. By signing this MOU, each Party has agreed to the terms herein.
4. **Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and CMHA. Neither Party shall be responsible to compensate the other.
5. **Criminal Background Check and DCF Registry Check.** CMHA represents and warrants that it and its employees who may be assigned to perform the services required for the Pilot Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

CMHA shall, pursuant to Connecticut General Statutes §10-66rr, as amended from time to time, require that anyone employed by CMHA who performs a service under this MOU, shall submit to a records check of the Department of Children and Families child abuse and neglect registry and provide a copy of said records check to the City prior to commencing work under this MOU. The City and the Board shall rely on these representations.

6. **Confidentiality/FERPA.** CMHA shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. CMHA shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

- 6.1. Any and all materials contained in City of Waterbury student files that are entrusted to CMHA or gathered by CMHA in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by CMHA shall be used solely for the purposes of providing services under this MOU.

- 6.1.1. CMHA acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) CMHA and City shall comply with the requirements of said statute and regulations, as amended from time to time and CMHA agrees to use information obtained from the City or student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, CMHA has no authority to make disclosures of any information

from education records. CMHA shall instruct its employees of their obligations to comply with FERPA.

7. Indemnification.

- 7.1.** CMHA shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, 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, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of CMHA, its employees, any subcontractor or consultant, 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; **(iii)** enforcement action or any claim for breach of CMHA duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 7.2.** In any and all claims against the City or any of its boards, agents, employees or officers by CMHA or any employee of CMHA, 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 11.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CMHA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 7.3.** CMHA understands and agrees that any insurance required by this MOU, or otherwise provided by CMHA, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4.** CMHA expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by CMHA, 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.
- 7.5. Royalties and Patents.** CMHA 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 CMHA'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, CMHA 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 CMHA and as to any award made thereunder.

7.6. In the event this MOU and/or CMHA'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, CMHA 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 CMHA, or its subcontractor, omission or commission.

8. **Insurance.** CMHA agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. CMHA shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

8.1. General Liability Insurance:

\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
\$2,000,000.00 Products and completed operations aggregate

8.2. Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

Employers' Liability:
EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

8.4. Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act
\$1,000,000.00 Aggregate

8.5. Abuse/Molestation Liability Insurance:

\$1,000,000.00 per Occurrence
\$1,000,000.00 Aggregate

9. **Termination for Convenience of the City.** The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to CMHA.
10. **Termination for Non-Appropriation.** CMHA acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient

for this MOU for each budget year in which this MOU is in effect. CMHA therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

11. Nondiscrimination. The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

12.1. City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

12.2. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

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

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

12.2.3. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).

The Signatories to this MOU 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.

13. Force Majeure. Neither CMHA nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

14. Notice. Except as otherwise specifically prohibited in this MOU, whenever under this MOU 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 Consultant, 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:

Consultant: Mary R. Gilhuly, CPA
Executive Vice President & Chief Financial Officer
Community Mental Health Affiliates
233 Main Street
New Britain, CT 06051

City: The City of Waterbury
Attn: Miguel Pabon, Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.

CMHA agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

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

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant'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 Consultant.

17. Assignability. The Consultant shall not assign any interest in this MOU, 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 Consultant from the City under this MOU may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

19. Entire Agreement. This MOU 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 MOU must be in writing and agreed to and executed by the City and CMHA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

WITNESSES:

Sign & Date

2/8/23

Sign & Date

2/8/23

**COMMUNITY MENTAL HEALTH
AFFILIATES**

By:

Title:

Date:

Mary R. Gilhuly, CPA

MARY R. Gilhuly, CPA
Executive VP CFO

2/8/23

WITNESSES:

Sign & Date

Sign & Date

CITY OF WATERBURY

By:

Neil M. O'Leary, Mayor

Date:



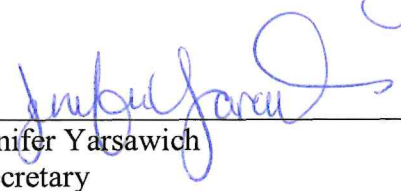
RESOLUTION

I hereby certify that at a meeting of the Board of Directors of Community Mental Health Affiliates, Inc. duly called and held on June 23, 2022 in New Britain, Connecticut, the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is in full force and effect:

"RESOLVED: That Raymond J. Gorman, President and Chief Executive Officer of Community Mental Health Affiliates, Inc., Mary R. Gilhuly, Executive Vice President & Chief Financial Officer of Community Mental Health Affiliates, Inc., or Todd DeGross, Chair of the Board of Directors of Community Mental Health Affiliates, Inc., is authorized to make, execute and approve on behalf of Community Mental Health Affiliates, Inc., any and all contracts and to execute and approve on behalf of Community Mental Health Affiliates, Inc., other instruments, a part of or incident to such contracts; effective until otherwise ordered by the Board of Directors."

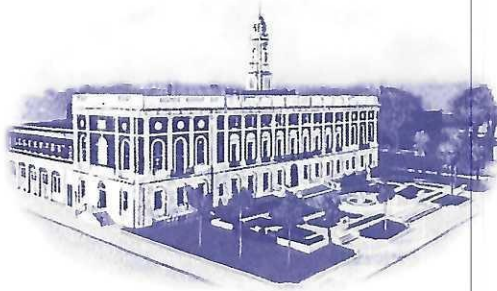
AND I DO FURTHER CERTIFY that the above resolution has not in any way been altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Community Mental Health Affiliates, Inc. this 8th day of February, 2023.


Jenifer Yarsawich
Secretary


SEAL

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Melina Rodriguez, Supervisor of Special Education

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Community Mental Health Affiliates, Inc (CMHA
SMART Recovery Program)

Date: February 8, 2023

After review of your memo, it is clear that CMHA is doing great work with students who struggle with substance abuse. This work will also be done at no cost to the City. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



INTEROFFICE MEMORANDUM

To: Kevin McCaffery, Director of Purchasing
From: Melina Rodriguez, Supervisor of Special Education
Date: February 3, 2023
**Subject: Sole Source procurement review of Community Mental Health
Affiliates, Inc (CMHA SMART Recovery Program)**

As part of the continued partnership with CMHA on other mental health work, CMHA would like to continue this partnership through a no-cost agreement/contract with CMHA on initiatives through the SMART Recover program. This program would operate in identified high schools within Waterbury to provide the following services at no charge to the district:

- facilitate intervention groups for students who struggle with substance abuse
- provide information, and resources, and make referrals regarding substance abuse challenges

At this time, I respectfully request that you find the contract between the City of Waterbury and CMHA involves a sole source, exempt from the procurement ordinance. Please feel free to call me with any questions or if you are in need of additional information. Thank you for your consideration.

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20²³)

Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Mou - Intervention for Trauma in Schools (CBITS) and
(Service or Commodity Covered by Contract)
Bounce Back (BB)
9/1/20 - 8/31/23 (including 1 yr Extension)
(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 2023)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

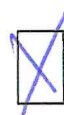
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

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

I have read and agree to the above certification.

Community Mental Health Affiliates, Inc
(Name of Company, if applicable)

Mary R. Gilhuly CPA
Signature of Individual (or Authorized Signatory)

1/17/2023
Date

Mary R. Gilhuly, CPA
Print or Type Name and Title (if applicable)
Executive VP - CFO

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**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:

Community Mental Health Associates, Inc
233 Main Street
New Britain CT 06051

Print Name and Title of Authorized Representative:

Mary R. Gilhuly, Executive VP, CFO

Signature of Authorized Representative:

Mary R. Gilhuly CPA

Date: 1/17/2023

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.: _____

County of Hartford

Mary R Gilhuly, Exec. CFO, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of Community Mental Health (Contractor's Name), the Contractor that has submitted the attached agreement. Applicates, Inc.

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

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

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

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

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

⊗ N/A - CMHA Files Quadrennial M-3 Form
Exempt organization

CITY OF WATERBURY

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Mary G. Huthy	Exec VP CFO	None	authorized	2/11/1969
2			signer	
3			for Corp.	
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Contractor has provided Workshops to City of Waterbury			
2	on Social Emotional, Trauma Services			
3				
4				

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

None

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
_____) SS
County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 20____.

(Notary Public)
My Commission Expires: _____

For Corporation



Witness



Name of Corporate Signatory

233 Main St New Britain, CT

Address of Business

Affix
Corporate
Seal


By: _____
Name of Authorized Corporate Officer

Its: President + CEO

Title

CITY OF WATERBURY

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

State of Connecticut)

County of Hartford) SS

Mary R. Gilhuly being duly sworn,
deposes and says that he/she is Executive VP & CFO of Community Mental Health and Affiliates, Inc
that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 23 day of Jan 20 23
Lillian Machavelo
(Notary Public)

My Commission Expires: Jan. 31, 2024

LILLIAN MACHAVELO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 1/31/2024

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 2/9/2023

To: Jerry Gay- Contract Manager
Department of Education

Subject: Tax Clearance

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

Community Mental Health Affiliates, Inc.
233 Main St.
New Britain, CT

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

Very truly yours,

Nancy J. Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.6

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Construction Contract with Bestech, Inc. of Connecticut for ACM Removal and Demolition of Boilers, heating Units, and Water Heater at International Dual Language School, subject to any non-substantive changes approved by the Corporation Counsel's Office.

MEMORANDUM

DATE: February 3, 2023

TO: Honorable Board of Aldermen

FROM: Rosh Maghfour, Interim Education Building & Facilities Project Manager

RE: Executive Summary for RFP #7422 International Dual Language School ACM Removal & Demolition of Boilers and Heating units.

The Education Department respectfully requests your review and approval of a contract with Bestech Inc. for the removal and disposal of two boilers and heating units at International Dual Language School in the amount of \$247,000. The project is funded through the Elementary and Secondary School Emergency Relief funds (ESSER II) and aligns with the grant use of funds to improve indoor air quality in schools.

The contract was initiated under the Request for Proposal process (RFP #7422) to which three responses were received and Bestech, Inc. has been deemed the most qualified bidder.

The project consists of removal and disposal of the boilers, the heating loop mechanical components, radiators, and removal of Asbestos Containing Building Materials from the boiler room to be completed on or before August 18, 2023.

This project will be managed by KBE in collaboration with school maintenance department.

Vendor's Disclosure and Tax Clearance are attached. The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

Attachments (3)

c: Board of Education, Mike Konopka, Jerry Gay

JPY DRAFT 2/7/23

Construction Contract
for
International Dual Language School ACM Removal and Demolition of
Boilers, Heating Units and Water Heater
between
City of Waterbury
and
Bestech, Inc. of Connecticut

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 **BESTECH, INC. OF CONNECTICUT**, located at 25 Pinney Street, Ellington, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7422** for demolition and removal of asbestos containing materials, boilers, heating units and a water heater at the International Dual Language School; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7422**; and

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

1.1. The Project consists of the removal and legal disposal of asbestos containing material ("ACM") and the existing boilers, heating units and water heater at the International Dual Language School located at 116 Beecher Avenue, Waterbury, Connecticut in accordance with Project's plans and specifications, all of which is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment B** includes the **ARPA** (defined below) required contract provisions and, along with **Attachment A**, are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto,

JPY DRAFT 2/7/23

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

- 1.1.1** City's **RFP No. 7422**;
- 1.1.2** Addendums 1 through 3 to **RFP No. 7422** (attached hereto);
- 1.1.3** Contractor's Price Proposal, dated January 26, 2023, consisting of two pages (attached hereto);
- 1.1.4** Contractor's Response with associated attachments to **RFP No. 7422**, submitted January 10, 2023, consisting of 85 pages, (attached hereto);
- 1.1.5** "City of Waterbury, Board of Education, **RFP No. 7422**, Attachment, titled Scope of Services" (also referred to as "Technical Specifications"), consisting of twenty (20) pages (attached hereto);
- 1.1.6** "Site Map" with List of Drawings prepared by AI Engineers, 919 Middle Street, Middletown, CT, consisting of 20 pages (attached hereto);
- 1.1.7** State of Connecticut Prevailing Wage Schedule dated November 4, 2022, and related information, consisting of eight (8) pages (attached hereto and as otherwise incorporated by reference).
- 1.1.8** Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.9** Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.10** Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11** All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12** All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("**ARPA**") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021,**"; and
- 1.1.13** All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument (including **Attachment B**) 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. If 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:

JPY DRAFT 2/7/23

- 1.2.1** All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2** Contract Amendment(s) and Change Orders;
- 1.2.3** This Contract;
- 1.2.4** Addendums to RFP No. **7422**;
- 1.2.5** RFP No. **7422** including “City of Waterbury, Board of Education, RFP No. **7422**, Scope of Services/Technical “Specifications;
- 1.2.6** Contractor’s Price Proposal;
- 1.2.7** Contractor’s Response; and
- 1.2.8** Drawings.

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

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

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

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

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the 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

JPY DRAFT 2/7/23

items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7422** (collectively, the "Bid Documents");

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

3.1.8. it has carefully studied 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;

JPY DRAFT 2/7/23

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

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

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

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

3.4. Working Hours. 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 hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always 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

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Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

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

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

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

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

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

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

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

3.15. ARPA/ESSER. The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.

4.2. The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract on or before **July 23, 2023**, and shall reach Final Completion on or before **August 18, 2023**. Contractor shall not commence work until of the City issues a written Notice to Proceed ("Contract Time"), which Notice to Proceed shall issue upon completion of the 2022-2023 academic year.

5.1. Attachment C is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

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

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss

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sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$247,000)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$247,000(base payment); and
- ii. N/A (change orders, if any).

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of 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 Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7422** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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, subject to reasonable monetary holdback for punch list items.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component,

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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 or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from 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 and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, 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, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or

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omission of the Contractor, its employees, any subcontractor or consultant, 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; (iii) enforcement action or any claim for breach of the Contractor's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, 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 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

9.6. 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

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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.

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

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

11.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

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

11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim and **\$1,000,000.00** aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective

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members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

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

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

12.4.1 Definitions – For purposes of this paragraph:

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

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

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

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

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

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, based on competitive bidding procedures, shall comply with the following Set –Aside requirements:

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

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

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

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

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship

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status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

13.3. Contractor Corrective Action.

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

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

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

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

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order

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issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

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

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

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

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

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

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

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

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

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14. Good Jobs Ordinance

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i.** “Administrator” shall be defined as it is in the Good Jobs Ordinance.
- ii.** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.
- iii.** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.
- iv.** “Contractor” shall be defined as it is in the Good Jobs Ordinance.
- v.** “Covered Project” shall be defined as it is in the Good Jobs Ordinance.
- vi.** “Hiring Goal” shall be defined as it is in the Good Jobs Ordinance.
- vii.** “Resident” shall be defined as it is in the Good Jobs Ordinance.

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

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

- i.** at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii.** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii.** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv.** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v.** a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi.** a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii.** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

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

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring

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Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1.

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

i. issue a written notice to the Contractor specifying the matters

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constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

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

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

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

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

15. Place Holder.

16. Termination.

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

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written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not

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appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work 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

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

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

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

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

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

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP No. 7422** and (ii) the Contractor's Bid response to **RFP No. 7422**, advertised December 2, 2022. Said historical documents are attached hereto as part of **Attachment A**.

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- 28.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
- 28.2. Presumption.** This Contract or any section thereof shall not be construed against any party because 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 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: | Bestech, Inc. of Connecticut
25 Pinney Street
Ellington, Connecticut 06029 |
| City: | City of Waterbury
Corporation Counsel's Office
Third 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

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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 they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.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**

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III: ADMINISTRATION", then click on **"CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"**].

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

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

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

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

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

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

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

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

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- 35.3** Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5** Construction Supervisor: An employee of the City of Waterbury, or another City duly authorized person.
- 35.6** Contract Time: The number of days as stated in the Contract to: **(i)** achieve Substantial Completion and **(ii)** Final Completion.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

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- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

SIGNATURE PAGE FOLLOWS

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

WITNESSES:

CITY OF WATERBURY

BESTECH CONSTRUCTION CONTRACT for International Dual Language School ACM Removal and Demolition of Existing Boilers, Heating Units and Water Heater as described in RFP No. 7422

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By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

BESTECH, INC. OF CONNECTICUT

By: _____
James Newberry, President

Its _____

Date: _____

Draft --- City Reserves Right to Modify

ATTACHMENT A

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Draft --- City Reserves Right to Modify

ATTACHMENT B

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Draft --- City Reserves Right to Modify

ATTACHMENT C

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.7

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Construction Contract with Mountain View Landscapes and Lawncare, Inc. for removal and replacement of playscapes at nine schools, subject to any non-substantive changes approved by the Corporation Counsel's Office.

MEMORANDUM

DATE: February 8, 2023

TO: Honorable Board of Aldermen

FROM: Rosh Maghfour, Interim Education Building & Facilities Project Manager

RE: Executive Summary for RFP #7520 Removal and Replacement of School
Playscapes with Mountain View Landscapes and Lawncare, Inc.

The Education Department respectfully requests your review and approval of a contract for removal and replacement of nine (9) school playscapes and play equipment in an amount not to exceed \$3,265,250.00. The project is funded through the American Rescue Plan Elementary and Secondary School Emergency Relief Fund (ARP ESSER) and aligns with Grant Priority Five for Building Safe and Healthy Schools. The contract was initiated under the Request for Proposal process (RFP #7520) in which two responses were received. Of the two, Mountain View Landscapes and Lawncare, Inc. has been deemed the most qualified bidder.

The project consists of removing and installing playscapes and play equipment at the following schools:

* Chase	* Bunker Hill	* Hopeville
* Regan	* Driggs	* Tinker
* Rotella	* Sprague	* Washington

The project shall be completed by July 30, 2024 and it will be managed by KBE in collaboration with School Inspector's Office. The vendor's Disclosure and Tax Clearance are attached.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

Attachments (3)

c: Mike Konopka, Jerry Gay

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**Construction Contract
For RFP No. 7520
Removal and Replacement
of Certain School Playscapes
between
City of Waterbury
and
Mountain View Landscapes and Lawncare, 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 **MOUNTAIN VIEW LANDSCAPES AND LAWN CARE, INC.**, located at 67 Old James Street, Chicopee, MA, a Massachusetts corporation duly registered to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7520** for the removal and replacement of certain Waterbury schools' playscapes; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7520**; and

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

1.1. The Project consists of the removal and legal disposal of nine (9) Waterbury schools' playscapes and the replacement of same (i.e., Bunker Hill Elementary School, Driggs Elementary School, Sprague Elementary School, Chase Elementary School, Regan Elementary School, Rotella Interdistrict Magnet School, Hopeville Elementary School, B.W. Tinker Elementary School and Washington Elementary School) in accordance with Project's plans and specifications, all of which is more

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particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment B** includes the **ARPA/ESSER** (both defined below) required contract provisions and, along with **Attachment A**, are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** City's **RFP No. 7520**;
- 1.1.2** Addendum 1 to **RFP No. 7520** (attached hereto);
- 1.1.3** Contractor's Price Proposal, dated January 26, 2023, consisting of one page (attached hereto);
- 1.1.4** Contractor's Response with associated attachments to **RFP No. 7520**, dated January 17, 2023, consisting of 61 pages, (attached hereto);
- 1.1.5** "City of Waterbury, Board of Education, **RFP No. 7520**, "Scope of Services" (also referred to as "Technical Specifications"), which were provided through the following links in the RFP: [North Project \(Bunker Hill, Driggs, Sprague\)](#); [East Project \(Chase, Regan, Rotella\)](#); [South Project \(Hopeville, BW Tinker, Washington\)](#);
- 1.1.6** "Site Map" with List of Drawings prepared by SLR International Corporation, 1350 Main Street, Suite 1012, Springfield, MA 01103 consisting of 64 pages (attached hereto);
- 1.1.7** State of Connecticut Prevailing Wage Schedule dated December 16, 2022, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
- 1.1.8** Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.9** Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.10** Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11** All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12** All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("**ARPA**") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021,**"; and
- 1.1.13** All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument (including **Attachment B**) are together deemed the Contract Documents (hereinafter collectively

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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. If 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:

- 1.2.1** All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2** Contract Amendment(s) and Change Orders;
- 1.2.3** This Contract;
- 1.2.4** Addendums to **RFP No. 7520**;
- 1.2.5** **RFP No. 7520** including "City of Waterbury, Board of Education, **RFP No. 7520**, "Scope of Services" (Technical "Specifications") identified through links in Section 1.1.5 above;
- 1.2.6** Contractor's Price Proposal;
- 1.2.7** Contractor's Response; and
- 1.2.8** Drawings.

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

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

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other

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responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the 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:

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7520** (collectively, the "Bid Documents");

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

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

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

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

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

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

3.4. Working Hours. 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 hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or

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Attachment A or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

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

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site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

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

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

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

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

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

3.15. ARPA/ESSER. The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it

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.

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4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract on or before July 30, 2024, and shall reach Final Completion on or before August 30, 2024 ("Contract Time").

5.1. Attachment C is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

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

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor

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under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **THREE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,265,250)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i.** \$3,311,250 (base payment), but less
- ii.** \$46,000 (Item 2(A) deduct value engineering alternate from Contractor's Revised Price Proposal, January 26, 2023).

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of 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 provisions of this Contract.

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7520** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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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 fees.

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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, subject to reasonable monetary holdback for punch list items.

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

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from 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 and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising

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out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, 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; **(iii)** enforcement action or any claim for breach of the Contractor's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, 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 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. 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.

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

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

11.4.1 General Liability Insurance: **\$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the

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additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder’s Risk as their interest may appear”**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

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

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

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applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

13.3. Contractor Corrective Action.

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

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

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

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

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

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

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

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

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

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

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

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or

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

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

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

14. Good Jobs Ordinance

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

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

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

- i.** at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii.** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii.** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv.** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v.** a minimum of five percent (5%) of the construction workforce labor hours will be women, and

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

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

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

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

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

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

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

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

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

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

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

14.2.5 The foregoing liquidated damages provisions shall be expressly set

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forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

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

15. Place Holder.

16. Termination.

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

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

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

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

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract

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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 if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding 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

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fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

17.3 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.

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

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

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

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

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

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

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

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in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP No. 7520** and (ii) the Contractor's Bid response to **RFP No. 7520**, dated January 17, 2023. Said historical documents are attached hereto as part of **Attachment A**.

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

28.2. Presumption. This Contract or any section thereof shall not be construed against any party because 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 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

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by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Mountain View Landscapes and Lawncare, Inc.
67 Old James Street
Chicopee, MA 01020

City: City of Waterbury
Corporation Counsel's Office
Third 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 they are expressly stated in this Contract, including but not limited to the following:

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

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

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a

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subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter

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and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburycct.org/content/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"]].

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

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

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

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

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of all

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Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor:** An employee of the City of Waterbury, or another City duly authorized person.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

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- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

[SIGNATURE PAGE FOLLOWS]

JPY DRAFT 2.10.23

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

JPY DRAFT 2.10.23

WITNESSES:

**MOUNTAIN VIEW LANDSCAPES
AND LAWN CARE, INC.**

By: _____
Stephen Corrigan, President

Date: _____

Draft --- City Reserves Right to Modify

ATTACHMENT A

Draft --- City Reserves Right to Modify

ATTACHMENT B

JPY DRAFT 2.10.23

Draft --- City Reserves Right to Modify

ATTACHMENT C

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.8

TO BE ADDED

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Agreement with Sarracco Mechanical Services, Inc. for mechanical upgrades at three high schools, subject to any non-substantive changes approved by the Corporation Counsel's Office.



Rosh Maghfour

Interim Education Building &

Facilities Project Manager

(203) 573-6640

rmaghfour@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: February 15, 2023

TO: Honorable Board of Education Commissioners

FROM: Rosh Maghfour, Interim Education Building & Facilities Project Manager

RE: Executive Summary to Amendment #2 of the Contract for Department of Education for Mechanical Upgrades at Three High Schools with Sarracco Mechanical Services, Inc.

Sarracco Mechanical Services, Inc. was awarded a contract for mechanical upgrades at three high schools (Kennedy, Crosby and Wilby High Schools) on July 22, 2022. This contract was initiated under RFP no. 7260 entitled: Mechanical Upgrades at Three High Schools. The funding source for this project is ESSER II. Sarracco is replacing the existing cooling towers at Crosby, the existing exhaust fans at Kennedy, and the existing air handler unit at Wilby. The initial agreement amount is \$1,338,030 and is based on a predetermined scope of work.

Under Amendment #1, the vendor requires additional time beyond the completion date to October 31, 2023 due to market supply constraints for HVAC equipment.

Under Amendment #2, the contractor has submitted a change order for required condenser water bypass piping at Crosby in the amount of \$130,424 and the new total compensation payable to the contractor is \$1,468,454. The additional and permanent bypass piping will allow the project to perform a thorough cleaning and de-scaling of the existing main distribution piping which is to be re-used for the installation of the new replacement cooling towers. Change order #2 was vetted by both the engineer of record, AI Engineers, Inc. and the City's program manager, KBE Building Corporation.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

Attachment

c: Mike Konopka, Jerry Gay, Dave Heavener (KBE)

AMENDMENT NUMBER 2
to Agreement for
Mechanical Upgrades at Three High Schools
between
City of Waterbury
and
Sarracco Mechanical Services, Inc.

THIS AMENDMENT NUMBER 2, 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 **SARRACCO MECHANICAL SERVICES, INC.**, located at 61 Mattatuck Heights Road, Waterbury, Connecticut, a duly registered Connecticut corporation (the "Contractor", collectively with City, the "Parties").

WHEREAS the Parties executed an Agreement (the "Agreement"), effective July 22, 2022 (the "Effective Date"), for Contractor's performance of certain mechanical upgrades at three high schools (John F. Kennedy, Crosby and Wilby High Schools), all as more fully described in the Agreement and in **RFP NO. 7260**, which **RFP** was entitled **MECHANICAL UPGRADES AT THREE HIGH SCHOOLS** (the "Project");

WHEREAS the Parties subsequently executed Amendment Number 1, effective December 6, 2022, pursuant to which the time for the Contractor to complete its work substantially and finally at the Project to September 30, 2023, and October 31, 2023, respectively; and

WHEREAS the Parties now seek to further amend the Agreement to increase the Total Compensation (as defined in the Agreement) payable to Sarracco as a result of certain additive change order work as further described below and in Attachment 1 hereto.

NOW THEREFORE, the parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing whereas recitals are incorporated herein by reference as if fully stated herein.
2. In accordance with Section 27 of the Agreement, Contractor has submitted an additive change order for required condensing water ("CW") bypass piping at Crosby High School, all as more particularly described in Attachment 1.
3. The City has reviewed the Project's documents and the Contractor's request, including Attachment 1, and agrees that the additive change order is appropriate.
4. Accordingly, Section 6.1 of the Agreement is modified to reflect the Total Compensation payable to Contractor is One Million Four Hundred Sixty-Eight

Thousand Four Hundred Fifty Four Dollars (\$1,468,454) in the event the entire contingency provided for in the Agreement is required to complete the Project.

5. All other terms, conditions and provisions of the Agreement shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 2 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

SARRACCO MECHANICAL SERVICES, LLC

By: _____
James Sarracco, President

Date: _____



BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.1

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Hart, Richard	Intramural Boys Basketball	Duggan	01/25/23
Neal, Cameron	Head Soccer	CHS	08/21/23
Poulter, Craig	Intramural Girls Basketball	Carrington	02/14/23
Salemme, Cassandra	Intramural Girls Basketball	Duggan	01/24/23
Sincuir, Silvia	Assistant Indoor Trach	WHS	01/26/23
Soeprasetyo, Preston	Assistant Baseball Coach	WHS	03/13/23
Hart, Richard	Intramural Boys Basketball	Duggan	01/25/23
Neal, Cameron	Head Soccer	CHS	08/21/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.2

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Eff.</u>
Fuller, Diane	Certified Adult Ed Instructor	PT	\$33/hr	NON BOE	Adult Ed 22-23	01/30/23
Vixama, Marjorie	Hall Monitor Crosby	PT	\$98/day	NON BOE	General Fund	01/26/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.3

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following After-school Programs appointments:

<u>Name</u>	<u>Grant</u>	<u>School</u>	<u>Position</u>
Garcia, Sharyn	21st Century	Academic Academy	Teacher
James, Joelizz	21st Century	Bucks Hill	Rec Specialist
Williams, Chelcey	21st Century	Regan	Teacher
Renna, Karen	ARP ESSER	Carrington	Site Administrator
Gwiazdoski, Kristen	ARP ESSER	Carrington	Administrator Sub
Doolan, Heidi	ARP ESSER	Carrington	Teacher
Kearns, Maura	ARP ESSER	Carrington	Teacher
Rosa, Marissa	ARP ESSER	Carrington	Teacher
Therault, Patricia	ARP ESSER	Carrington	Teacher
Salemme, Cassandra	ARP ESSER	Duggan	Site Administrator
Ferrare, Patricia	ARP ESSER	Duggan	Administrator Sub
DiGiovanni, Melissa	ARP ESSER	Duggan	Administrator Sub
DeFeo, Dawn	ARP ESSER	Duggan	Teacher
Lucian, David	ARP ESSER	Duggan	Teacher
Morales, Elizabeth	ARP ESSER	Duggan	Teacher
St. Pierre, Theodora	ARP ESSER	Duggan	Rec Specialist

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.4

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous appointments:

<u>Name</u>	<u>School</u>	<u>Program</u>
Caruso, Anthony	KHS	Mastery Based Learning Panel
Veneziano, Ellen	CHS	Edgenuity Site Coordinator
Wells, Traci	Enlightenment	Mastery Based Learning Panel Lead
Aresti, Robert	DW	School Equity Leadership Team
Bajraktarevic, Zehra	DW	School Equity Leadership Team
Caldarone, Paula	DW	School Equity Leadership Team
Catricala, Julia	DW	School Equity Leadership Team
D'Alessio, Jennifer	DW	School Equity Leadership Team
Dali-Parker, Suzanna	DW	School Equity Leadership Team
DiBella, Lee	DW	School Equity Leadership Team
Doolan, Heidi	DW	School Equity Leadership Team
Ferrare, Patricia	DW	School Equity Leadership Team
Gonzalez Casanova, Ilea	DW	School Equity Leadership Team
Grant, Nataine	DW	School Equity Leadership Team
Johnson, Joshua	DW	School Equity Leadership Team
Klesyk, Mary	DW	School Equity Leadership Team
Mancinone, Taylor	DW	School Equity Leadership Team
Mulhern, Jacqueline	DW	School Equity Leadership Team
Norton, Dianna	DW	School Equity Leadership Team
O'Neill, Patrick	DW	School Equity Leadership Team
Parker, Marlene	DW	School Equity Leadership Team
Parker, Marly	DW	School Equity Leadership Team
Pitcairn-Broughton, Dorothea	DW	School Equity Leadership Team
Rincon, Catalina	DW	School Equity Leadership Team
Rivera, Michael	DW	School Equity Leadership Team
Velez, Crystal	DW	School Equity Leadership Team
Westerville, Jennifer	DW	School Equity Leadership Team
Williams, Chelcey	DW	School Equity Leadership Team

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.5

February 16, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Caplan, Ira	CHS Science	03/03/23
Gordon, Sonia	Enlightenment Math	02/28/23
Hilliard, Joshua	Reed ELA Grade 7	03/01/23
Kleszczewski, Maura	Tinker Grade K	02/24/23
Mayo, Colin	Driggs Music	03/03/23
McNamara, Hannah	Wilson Grade 3	01/27/23
Pannoni, Andrea	Carrington Special Education	01/27/23
Plasky, Jennifer	Wilby Agriculture	02/07/23
Saverino, Yesika	CHS Spanish	01/24/23
Zold, Kristine	Sprague Special Education	02/03/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.6

February 16, 2023

To the Board of Education
Waterbury, CT

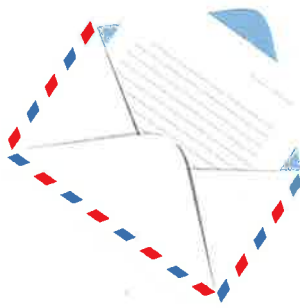
Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Cancellaro, Carolyn	Carrington Special Ed/Resource	06/30/23
Hastings, Paula	Reed Special Education	06/30/23
Hersh, Donna	WMS ELA	02/23/23
Lawlor, Susan	State Street Special Ed	06/30/23
Murphy, Christopher	KHS ELA	02/28/23
Negron, Nicole	WMS Math Grade 8	06/30/23
Nonamaker, Rhonda	Generali Kindergarten	06/30/23
Stroud, Lori	WHS PE/Health	06/30/23
Riggs, Lori	Carrington Grade K	06/30/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



**February 1, 2023 through
February 14, 2023**



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

January 18, 2023

Eddie Cabrera, Jr.
40 West Clay St., Apt. 3
Waterbury, CT 06706

Dear Mr. Cabrera, Jr.:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2022904) for the Department of Education.

In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be January 19, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
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

January 18, 2023

Sharon Pereira
5 George St., Apt. 2
Danbury, CT 06810

Dear Ms. Pereira:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Career & Technical Education Skills Specialist for the Department of Education (REQ #2023281).

In this position your starting compensation will be \$70.00 per hour. Please be advised that this offer is for a period of time not to exceed 2022-2023 school year. Your official start date in this position will be January 20, 2023.

Continued employment is dependent upon issuance of your State of Connecticut Permit ED197. Once the permit application is provide to you, you will be required to submit the form within **three (3) business days** to the Office of Human Capital (Attention Kathy Christ) for timely filing with the State of Connecticut.

We will contact you regarding your start.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, 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

January 18, 2023

Melissa Rodriguez
36 Society Hill
Waterbury, CT 06704

Dear Ms. Rodriguez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2022969) at \$17.53 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 26, 2023 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. 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,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
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

January 18, 2023

Ana Mateo
39 Society Hill
Waterbury, CT 06704

Dear Ms. Mateo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2022967) at \$17.53 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 26, 2023 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. 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,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
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

January 18, 2023

Lisa Antidormi
40 Bird Rd.
Naugatuck, CT 06770

Dear Ms. Antidormi:

Your name is being certified to the Department of Education for the position of Administrative Associate I @ West Side Middle School (Req. #2023701) at \$21.64 per hour.

Your official start date is January 26, 2023. Please call Peter McCasland, Principal @ West Side Middle School to discuss the details of the position. The telephone number is (203) 574-8120.

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.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Peter McCasland, Principal @ WSMS
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

January 19, 2023

Stephen Groppi
149 Circuit Ave.
Waterbury, CT 06708

Dear Mr. Groppi:

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 #2023391K) at \$14.80 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.

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

We have scheduled your orientation for Thursday, February 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 26, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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

January 25, 2023

Stacey Muniz
14 Broadview Lane
New Milford, CT 06776

Dear Ms. Muniz:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Career & Technical Education Skills Specialist for the Department of Education (REQ #2023281).

In this position your starting compensation will be \$75.00 per hour. Please be advised that this offer is for a period of time not to exceed 2022-2023 school year. Your official start date in this position will be February 6, 2023.

Continued employment is dependent upon issuance of your State of Connecticut Permit ED197. Once the permit application is provide to you, you will be required to submit the form within **three (3) business days** to the Office of Human Capital (Attention Kathy Christ) for timely filing with the State of Connecticut.

We will contact you regarding your start.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, 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

January 25, 2023

Natalie Gonzalez
P.O. Box 1089
Waterbury, CT 06721

Dear Ms. Gonzalez:

This is to inform you that you are being transferred to the position of Temporary Maintainer I - FEMA in the Department of Education (Req #2023683A). Your rate of pay will be \$15.54 per hour.

Your start date in this new position will be February 1, 2023.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
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

January 26, 2023

Crystal Gordon
75 Cushman St.
Waterbury, CT 06704

Dear Ms. Gordon:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2022459) at \$19.28 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8049 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 February 3, 2023 at your regular scheduled time. Special Education will notify you of your location.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. 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,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Services
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

January 27, 2023

Andrew Capp
66 Evergreen St.
Waterbury, CT 06705

Dear Mr. Capp:

Your name is being certified to the Department of Education – Carrington Elementary School for the position of Administrative Associate I (Req. #2023674) at \$16.62 per hour.

We have scheduled your orientation for Thursday, February 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 February 3, 2023 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. 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.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

MJ/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Karen Renna, Principal @ Carrington
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

February 1, 2023

Eugenie Tortice-Davis
8 Vernon St., Apt. B
Waterbury, CT 06708

Dear Ms. Tortice-Davis:

This is to inform you that you are being transferred to the position of Food Service Worker in the Department of Education – Food Service (Req #2021739D). Your rate of pay will be \$14.80 per hour.

We have scheduled your orientation for Thursday, February 16, 2023 at 12:30 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 February 2, 2023 at your regular scheduled time.

You are required to attend the benefits portion of the orientation. 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.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Service Director
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

February 2, 2023

Louis Bruscino
121 Harpers Ferry Rd., Rear Apt.
Waterbury, CT 06705

Dear Mr. Bruscino:

Your name is being certified to the Department of Education for the position of Mason Foreperson (Req. #2023721) at \$26.59 per hour. Please call Michal Konopka, School Inspector to discuss the details of the position. The telephone number is (203) 574-8000 ext 11221.

We have scheduled your orientation for Thursday, February 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 February 9, 2023 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. 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.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
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

February 3, 2023

Vincent Duncan
420 N. Walnut St.
Waterbury, CT 06704

Dear Mr. Duncan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Plumber (Req. #2023280) at \$24.02 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 February 9, 2023 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. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt of Schools
Michal Konopka, School Inspector
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of Policy Highlights <noreply@cabe.myenotice.com>
Sent: Friday, February 3, 2023 7:00 AM
To: Carrie Swain
Subject: CABA Policy Highlights 2-3-2023

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



Policy Services

CABA Policy Highlights

Conrad Vahlsing, Senior Staff Attorney

February 3, 2023

Volume 22 Issue 16

The topic for Issue 16 of the CABA Policy Highlights is **CSDE Releases Model Enrollment Policy**.

The memo, which is a single page, notes that it does not address all issues related to enrollment, and states that a model enrollment policy would be forthcoming from the CSDE. That policy is likely what was just released on January 17 and the subject of this *Policy Highlights*.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org



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Connecticut Association of Boards of Education

Conrad Vahlsing, Senior Staff Attorney

PRESENTS POLICY HIGHLIGHTS

February 3, 2023

Volume 23 – Issue #16

CSDE Releases Model Enrollment Policy: On January 17, the Connecticut State Department of Education (CSDE) released a model enrollment policy for school districts. The policy can be found on the CSDE's website at: <https://portal.ct.gov/SDE/Digest/Superintendents-Digest>.

As an introductory note, the document is alternately referred to as both a model policy and as “guidance” for parents and families. So while it looks like a policy available for consideration as a part of a district's policy manual, it may be more geared towards a notice-type document that can be distributed to parents/guardians.

Either way, what will be referred to as a model policy for this article offers a welcoming tone to students and parents/guardians, and addresses many of the important points and requirements (some relatively new) that boards of education and superintendents need to contend with in contemplating enrollment in their district.

The two main “points” the model policy addresses are that the district will not inquire as to immigration status or citizenship of potential enrollees and their parents/guardians, and that the district has a mandate to provide school accommodations to homeless students (as defined by federal law, specifically, the McKinney-Vento Homeless Assistance Act).

As for some of the relatively new requirements for districts, the model policy notes that the Board/District will provide a free public education to any resident child between the ages of 5 and 21 but notes that the upper limit is age 22 for special education students. Recently, Public Act 22-80 changed the definition of “Child” to any person under the age of 22 (it was previously 21) in a series of special education statutes, from Section 10-76a to 10-76i.

As an aside, a Connecticut federal district court decision from 2020 held that, in relation to the federal Individuals with Disabilities Education Act (IDEA), our state must extend a free, appropriate public education to students with disabilities until the age of twenty-two. And in July 2021, the Second Circuit upheld the lower court's decision. For those interested in further reading, the case is *A.R. v. Connecticut State Board of Education*.

The memo, which is a single page, notes that it does not address all issues related to enrollment, and states that a model enrollment policy would be forthcoming from the CSDE. That policy is likely what was just released on January 17 and the subject of this *Policy Highlights*.

Here are links to the CAGE sample policies discussed in this article:

- [#5111 – Admission/Enrollment of Students](#)
- [#5112 – Ages of Attendance](#)
- [#5118.1 – Homeless Students](#)



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

February 6, 2023

Paul LaFontaine
474 Highland Ave., Apt. #2
Waterbury, CT 06708

Dear Mr. LaFontaine:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Driver (Req. #2023680) at \$21.61 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 February 9, 2023 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. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of Fd Serv
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

February 6, 2023

Albert Cirpiano, Jr.
24 Rosemount Ave.
Waterbury, CT 06708

Dear Mr. Cipriano, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Driver (Req. #2023687) at \$21.61 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 February 23, 2023 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. 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.

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of Fd Serv
file