



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: February 28, 2023

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, Thursday, March 2, 2023
5:30 p.m., International Dual Language School

The Committees of the Board of Education will meet on Thursday, March 2, 2023, 5:30 p.m., International Dual Language School, 116 Beecher Avenue, Waterbury, Connecticut.

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/tH0euxUkO4Q>.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

PRINCIPAL'S REPORT ~ Diurca Tomasella

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

1. Committee on Finance/5 minutes: Request approval of a Professional Services Agreement with Critical Response Group, Inc. for Digital School Mapping – D. Barry, W. Zhuta.
2. Committee on Finance/5 minutes: Request approval of Amendment Three (3) to the Professional Services Agreement with Connecticut Communications, LLC for Mitel Voice Over IP Solution – D. Barry, W. Zhuta.
3. Committee on Finance/5 minutes: Request approval of an Agreement with Crown Castle Fiber, LLC for Wide Area Network – W. Zhuta.
4. Committee on Finance/5 minutes:
 - a) FYI - ARP/ESSER Update – D. Biolo.
 - b) FYI - Monthly Expenditure Report – D. Biolo.
 - c) Request approval of budget transfer – D. Biolo.
5. Superintendent's Update: Dr. Ruffin.
6. Committee on Building & School Facilities/3 minutes: Use of school facilities by school organizations and/or City departments – W. Zhuta.
7. Committee on Building & School Facilities/3 minutes: Use of school facilities by outside organizations and/or waiver requests – W. Zhuta.

8. Superintendent’s Notification to the Board/5 minutes:

a. Grant funded appointments

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Brown, Aisha	Behavior Counselor Crosby	FT	\$23.72/hr	F UPSEU 69	SIG 5 CHS 21-23	02/09/23
Cintron, Cameron	Adult Ed Maintenance Person	PT	\$15.54/hr	NON BOE	Ad Ed Prov 22-23	02/16/23
Frank, Richard	Adult Ed Certified Instructor	PT	\$33/hr	NON BOE	Ad Ed Prov 22-23	02/23/23
Jannetto, Joseph	Adult Education Security	PT	\$20/hr	NON BOE	Ad Ed Prov 22-23	02/27/23
Sidella, Judith	Tutor/Children’s Community School	PT	\$33/hr	NON BOE	Title I/A 21-23	02/27/23
Simms, Marcia	Classroom Assistant Rotella	FT	\$14/hr	UPSEU 68	Title I/A 22-24	02/09/23

b. After-school Programs appointments:

<u>Name</u>	<u>Grant</u>	<u>School</u>	<u>Position</u>
Rivera , Michael	ARP ESSER	Carrington	Administrator Sub
Brown, Charlene	ARP ESSER	Duggan	Teacher
D'Alessio, Jennifer	ARP ESSER	Duggan	Administrator Sub
Finkenzeller, Frances	ARP ESSER	Duggan	Teacher
Hart, Richard	ARP ESSER	Duggan	Teacher
Carter, Sa-Queen	SDE	Wallace	Teacher
Garcia, Sharyn	SDE	Wallace	Teacher
Cusack, Tara	21st Century	Walsh	Administrator Sub

c. Miscellaneous appointments:

<u>Name</u>	<u>School</u>	<u>Program</u>
Caruso, Anthony	KHS	Mastery Based Learning Panel
Crane, Monique	WAMS	530 Club Teacher

d. Resignations:

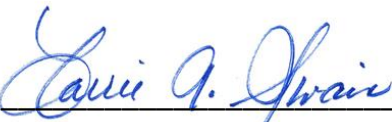
<u>Name</u>	<u>Position</u>	<u>Effective</u>
Arons, Emily	Bunker Hill Social Worker	03/10/23
McKusick, Kirstin	Bucks Hill Special Education	03/07/23
Montes De Oca, Delmaliz	Bucks Hill Social Worker	03/17/23

e. Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
April, Deborah	Enlightenment Special Education	06/30/23
Blake, Zita	Driggs Grade 2	06/30/23
Kuncas, Justine	Driggs Grade 5	06/30/23

EXECUTIVE SESSION for discussion concerning self-evaluation as referenced in Section 1-200(6)(A) of the Freedom of Information Act.

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education

Memorandum

To: Board of Aldermen/Board of Education

From: Will Zhuta, Director of Technology, Department of Education
Dan Barry, Director of School Security, Department of Education

Date: February 22, 2023

Re: Board of Aldermen / Board of Education Approval Request
Executive Summary - Contract for **Digital Mapping Services** between the **City of Waterbury** and **Critical Response Group (CRG)**.

The Department of Education seeks the approval of a contract with Critical Response Group for Digital Mapping. Compensation for the Contractor's services shall not exceed One Hundred Twenty-Eight Thousand Four Hundred Ninety-Four dollars (\$128,494.00). The Project consists of a site-specific standard operating picture program that enables better communication during an emergency, including annual implementation and maintenance, for Waterbury Public School District schools.

Digital mapping technology is a powerful tool that can be used to enhance the safety and security of our school district. This Project aims to create detailed digital maps of our school buildings, including emergency exits and designated evacuation routes, and to make these maps available to school administrators, security personnel, and first responders.

The Project will involve working with CRG to gather floor plans, create proofs, conduct site walk-throughs, and finalize and publish digital maps. The maps will be created using a grid format, allowing for efficient storage and retrieval of geographic data and making it easy to visualize patterns and trends.

Creating these digital maps can improve building layout and evacuation plans, provide the Police and Fire Departments information on sprinkler shut-offs, fire panel locations, and areas of refugee information in emergencies.

In summary, this Project is about making our schools safer and more secure by providing detailed information on building layout, security camera coverage, access control, and emergency response. It will be done with the help of a vendor who specializes in digital mapping technology.

PROFESSIONAL SERVICES AGREEMENT

For

Digital School Mapping

between

The City of Waterbury, Connecticut

and

Critical Response Group, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and CRITICAL RESPONSE GROUP, INC., a New Jersey corporation located at 300 American Metro Blvd., Building 300, Suite 230, Hamilton, New Jersey (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide Collaborative Response Graphics®, a site-specific common operating picture program that enables better communication during an emergency, including annual implementation and maintenance, for Waterbury Public School District schools; 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 Collaborative Response Graphics®, a site-specific common operating picture program that enables better communication during an emergency, including annual implementation and maintenance, for Waterbury Public School District schools, including but not limited to:

- Barnard School /Adult Ed. Office: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Bucks Hill Elementary and Annex: 1 MACRO Collaborative Response Graphic (CRG), 2 Micro CRG(s) with GeoRelevant Integrated Floor Plans

- Bunker Hill Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Carrington Elementary: 1 MACRO Collaborative Response Graphic (CRG), 2 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Chase Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Driggs Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Duggan Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Enlightenment School: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Generali Elementary: 1 MACRO Collaborative Response Graphic (CRG), 4 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Gilmartin Elementary: 1 MACRO Collaborative Response Graphic (CRG), 2 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Hopeville Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- International Dual Language School: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Jonathan Reed Elementary: 1 MACRO Collaborative Response Graphic (CRG), 2 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Kingsbury Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Maloney Interdistrict Magnet School: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- North End Middle School: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Regan Elementary: 1 MACRO Collaborative Response Graphic (CRG), 2 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Rotella Interdistrict Magnet School: 1 MACRO Collaborative Response Graphic (CRG), 1 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Sprague Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- State St. Program: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Tinker Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Wallace Middle School: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Walsh Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Washington Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Wendell Cross Elementary: 1 MACRO Collaborative Response Graphic (CRG), 2 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- West Side Middle: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans

- Wilson Elementary: 1 MACRO Collaborative Response Graphic (CRG), 3 Micro CRG(s) with GeoRelevant Integrated Floor Plans
- Site Visits, Implementation, and Maintenance (including: annual site visits, updates, and enhancements; distribution to 911 center through RapidSOS; distribution to law enforcement and fire service; and integration into other life safety systems)
- 70 CRG Map Booklets for Waterbury Public Schools

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 documents (attached hereto)
- 1.1.2 Contractor's proposal dated January 19, 2023 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses

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

- 1.2.1 This Contract document.
- 1.2.2 Sole Source documents
- 1.2.3 Contractor's proposal dated January 19, 2023 (attached hereto)
- 1.2.4 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 August 30, 2023.

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 One Hundred Twenty-Eight Thousand Four Hundred Ninety-Four dollars (\$128,494.00).

The compensation shall be paid in conformity with the Contractor's proposal dated January 19, 2023, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

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.

6.3. 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 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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 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.

9.4.5 Cyber / Privacy / Network: \$1,000,000.00 each Occurrence. **\$1,000,000.00** Aggregate

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

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

9.7. Certificates of Insurance: The Contractor's General 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 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: Critical Response Group, Inc.
300 American Metro Blvd.
Building 300, Suite 230
Hamilton, NJ 08619

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: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

CRITICAL RESPONSE GROUP, INC.

Sign: Angela Rodgers

By:  _____

Print name: Angela Rodgers

Alex Carney, Chief Operating Officer

Sign: Alexis DePew

Date: February 15, 2023

Print name: Alexis DePew

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Contractor's proposal dated January 19, 2023 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)

Memorandum

To: Board of Aldermen/Board of Education

From: Will Zhuta, Director of Technology, Department of Education
Dan Barry, Director of Security, Department of Education

Date: February 22, 2023

Re: Board of Aldermen / Board of Education Approval Request
Executive Summary - **Contract Amendment #3** for Voice over IP Equipment and Services
between the City of Waterbury and **Connecticut Communications, LLC**

The Department of Education seeks to amend the contract with Connecticut Communications for Voice over Internet Protocol (VOIP) equipment, services, and maintenance to RFP # 6785. This request aims to extend services and hardware and offer VOIP classroom phones to the remaining 17 locations, ensuring that all Waterbury Public Schools have phones in the classroom.

Classroom phones improve communication and family engagement by utilizing phone trees and other communication systems to disseminate information quickly to all school community members. This information can include important announcements, updates on school events, and other relevant details. We can create a more cohesive and engaged community by ensuring everyone is informed and aware of what is happening within the school.

Furthermore, besides enhancing communication, classroom phones provide enhanced safety and improve emergency response capabilities within the school. With classroom phones, school personnel can quickly contact emergency services in case of a crisis, ensuring that appropriate action can be taken promptly to keep students and staff safe.

This amendment will increase the contract's total value by **\$317,323.00**, funded by Alliance funds. The revised 5-year total will be **\$ 1,479,765.63**.

- Connecticut Communications, LLC was awarded a five (5) year contract for \$728,890.31 on July 1, 2021, and ending on June 30, 2026.
- Connecticut Communications, LLC was awarded an amendment of \$174,226.38 on March 17, 2022, to add classroom phones to 10 locations (Waterbury Career Academy, Carrington Elementary, State Street, Reed Elementary, Kennedy High School, Gilmartin Elementary, Duggan Elementary, and Wallace Middle School). See attached approved Amendment Request #1.
- Connecticut Communications, LLC was awarded an amendment of \$170,331.20 on December 22, 2022, to add classroom phones to 4 locations (Crosby High School, Wilby High School, North End Middle School, and West Side Middle School). See attached approved Amendment Request #2.

The equipment and services are consistent with the scope of the previously signed agreement between the City of Waterbury and Connecticut Communications.

AMENDMENT #3
to
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 6785) for
MITEL VOICE OVER IP (VoIP) SOLUTION between
The City of Waterbury, Connecticut and
Connecticut Communications, LLC

THIS AMENDMENT #3, 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 Connecticut Communications, LLC (the “Contractor” or “CT COM”), located at 48 Ozick Drive, Durham, Connecticut, 06422, a State of Connecticut, duly registered limited liability company (jointly referred to as the “Parties” to the Agreement/this Amendment).

WHEREAS, CT COM submitted a proposal to the City responding to RFP No. 6785 for Mitel or Cisco Voice over IP Solution and the City selected CT COM to perform services regarding RFP No. 6785; and

WHEREAS, the Parties entered into an Agreement on April 15, 2021 to obtain the Contractor’s services for the Mitel Voice Over IP (VoIP) Solution Project pursuant to RFP No. 6785 (the “Agreement” or “Contract”); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to provide for further compensation for purchasing additional classroom phone equipment, consistent with the Agreement.

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

1. **Section 6 “Compensation,” Subsection 6.1 “Fee Schedule” shall be amended to provide for additional one-time compensation in the total amount of \$276,790.24 and shall read as follows:**

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

6.1. Fee Schedule. The fee payable to CT COM shall not exceed **One Million Four Hundred Seventy-Nine Thousand Seven Hundred Sixty-Five Dollars and Sixty-Three Cents (\$1,479,765.63)** for the entire five (5) year term of this Contract and shall be in accordance with CT COM’s Revised Cost Proposal dated March 1, 2021 as included and further detailed in the Attachment A Contract Documents of the original Agreement, as amended in accordance with Attachment A to Amendment #1, dated February 11, 2022, as amended in accordance with Attachment A to Amendment #2, dated October 13, 2022, as amended herein in accordance with Attachment A to this Amendment #3, entitled

Edge SIP Trunk, DID, E911	\$20,700.00
Additional Maintenance (Amendment #1).....	\$11,812.54
Additional Maintenance (Amendment #2)	\$12,117.45
Additional Maintenance (Amendment #3)	\$18,766.38
Year Four TOTAL	\$94,496.39

vi. Year 5

Annual Maintenance Support	\$31,100.02
Edge SIP Trunk, DID, E911	\$20,700.00
Additional Maintenance (Amendment #1)	\$11,812.54
Additional Maintenance (Amendment #2)	\$12,117.45
Additional Maintenance (Amendment #3)	\$18,766.38
Year Five TOTAL	\$94,496.39

CONTRACT TOTAL AMOUNT..... \$1,479,765.63

2. Attachment A to this Amendment #3 is in addition to Attachment A of the original Agreement, Attachment A of Amendment #1, Attachment A of Amendment #2, and shall be made a part hereof "Attachment A" and fully incorporated into the Agreement, as amended, and fully incorporated as part of the "Contract Documents" (as amended).
3. All other terms, conditions, and provisions of the April 15, 2021 Agreement, as amended, shall remain in full force and effect and binding to the Parties hereto.
4. The Parties agree that this document may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #3 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

Sign: _____
Print name: Anthony Aszklar

**CONNECTICUT
COMMUNICATIONS, LLC**

By: _____
Title: President

Sign: _____
Print name: Monica L. Baron

Date: 02/10/2023

Attachment A to Amendment #3

1. “Waterbury Public Schools Seventeen (17) School Additions Requested – Mitel Sourcewell Pricing,” dated December 19, 2022, consisting of one (1) page, attached hereto.

Waterbury Public Schools
Seventeen(17) School Additions Requested
Mitel Sourcewell Pricing
December 19, 2022

Address/Name of Sites	# of Mitel 6920 CLASSROOM Phones	Mitel 6920 Classroom Phone Costs	# of SINGLE Entry Level Licenses	SINGLE Entry Level License Costs	# of 50-Pack Entry Level Licenses	50-Pack Entry Level License Costs	3 Years SWA Costs - ENTRY Licenses	Installation	Total	Maintenance Addition
11 Draher St - Adult	35	\$ 8,505.00	35	\$ 4,725.00		\$ -	\$ 1,120.00	\$ 1,968.40	\$ 16,318.40	\$ 1,106.39
330 Bucks Hill Rd - Bucks Hill	34	\$ 8,262.00	34	\$ 4,590.00		\$ -	\$ 1,088.00	\$ 1,912.16	\$ 15,852.16	\$ 1,074.78
170 Bunker Hill Ave - Bunker Hill	35	\$ 8,505.00	35	\$ 4,725.00		\$ -	\$ 1,120.00	\$ 1,968.40	\$ 16,318.40	\$ 1,106.39
24 Kenmore Ave - Carrington	54	\$ 13,122.00	4	\$ 540.00	1	\$ 5,610.00	\$ 1,728.00	\$ 3,036.96	\$ 24,036.96	\$ 1,629.71
40 Woodtick Rd - Chase School	53	\$ 12,879.00	3	\$ 405.00	1	\$ 5,610.00	\$ 1,696.00	\$ 2,980.72	\$ 23,570.72	\$ 1,598.09
77 Woodlawn Terrace - Driggs	35	\$ 8,505.00	35	\$ 4,725.00		\$ -	\$ 1,120.00	\$ 1,968.40	\$ 16,318.40	\$ 1,106.39
58 Griggs Street - Enlightenment	10	\$ 2,430.00	10	\$ 1,350.00		\$ -	\$ 320.00	\$ 562.40	\$ 4,662.40	\$ 316.11
3196 East Main St - Generali	54	\$ 13,122.00	4	\$ 540.00	1	\$ 5,610.00	\$ 1,728.00	\$ 3,036.96	\$ 24,036.96	\$ 1,629.71
2 Cypress St - Hopeville	39	\$ 9,477.00	39	\$ 5,265.00		\$ -	\$ 1,248.00	\$ 2,193.36	\$ 18,183.36	\$ 1,232.83
220 Columbia Blvd - Kingsbury	25	\$ 6,075.00	25	\$ 3,375.00		\$ -	\$ 800.00	\$ 1,406.00	\$ 11,656.00	\$ 790.28
233 South Elm St - Maloney	45	\$ 10,935.00	45	\$ 6,075.00		\$ -	\$ 1,440.00	\$ 2,530.80	\$ 20,980.80	\$ 1,422.50
2780 North Main St - Regan	19	\$ 4,617.00	19	\$ 2,565.00		\$ -	\$ 608.00	\$ 1,068.56	\$ 8,858.56	\$ 600.61
1443 Thomaston Ave - Sprague	37	\$ 8,991.00	37	\$ 4,995.00		\$ -	\$ 1,184.00	\$ 2,080.88	\$ 17,250.88	\$ 1,169.61
809 Highland Ave - Tinker	39	\$ 9,477.00	39	\$ 5,265.00		\$ -	\$ 1,248.00	\$ 2,193.36	\$ 18,183.36	\$ 1,232.83
55 Dikeman Street - Walsh	33	\$ 8,019.00	33	\$ 4,455.00		\$ -	\$ 1,056.00	\$ 1,855.92	\$ 15,385.92	\$ 1,043.17
685 Baldwin St - Washington	19	\$ 4,617.00	19	\$ 2,565.00		\$ -	\$ 608.00	\$ 1,068.56	\$ 8,858.56	\$ 600.61
235 Birch St - Wilson	35	\$ 8,505.00	35	\$ 4,725.00		\$ -	\$ 1,120.00	\$ 1,968.40	\$ 16,318.40	\$ 1,106.39
TOTALS:	601	\$ 146,043.00	451	\$ 60,885.00	3	\$ 16,830.00	\$ 19,232.00	\$ 33,800.24	\$ 276,790.24	\$ 18,766.38

Memorandum

To: Board of Aldermen

From: Will Zhuta, Director of Technology, Department of Education

Date: February 22, 2023

Re: **Board of Aldermen Approval Request / Executive Summary** - Contract for Wide Area Fiber Network between the City of Waterbury and CrownCastle, LLC

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced Contract in the amount of \$1,710,300 for Wide Area Fiber Network fiber services between the City of Waterbury and CrownCastle, LLC.

This Contract was initiated under the Request for Proposal bid process (RFP #7503). This project had several bidders, with CrownCastle, LLC being the lowest responsible bidder.

This Contract will allow high-speed fiber optic-based services for 32 buildings that service Waterbury's 18,600 students and 3,500 staff members. The Contract is five years, from July 1, 2023 through June 30, 2028. Total compensation payable to CrownCastle, LLC shall be ONE MILLION SEVEN HUNDRED AND TEN THOUSAND THREE HUNDRED DOLLARS (\$1,710,300.00), contingent upon full compliance/satisfaction of the following method of payments:

- i. Quarterly USF E-Rate payments direct from USAC to CrownCastle, LLC estimated to total the 5-year sum of \$1,453,755.00, annual E-Rate payments estimated as being 85% of \$290,751.00 (\$1,453,755.00 / 5), to be billed by CrownCastle, LLC to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and
- ii. Sixty (60) monthly City payments to CrownCastle, LLC totaling the 5-year sum of \$265,545.00 or \$4,275.75 per month.
- iii. Compensation payable to CrownCastle, LLC under this Contract shall not exceed TWO HUNDRED THIRTY-TWO THOUSAND AND TWO HUNDRED DOLLARS (\$265,545.00).

Subject to any nonsubstantial changes and approval by Corporation Counsel.

Accordingly, attached for your review and consideration are 6 copies of the proposed Contract, plus the Bid Summary as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Memorandum

To: Board of Aldermen

From: Will Zhuta, Director of Technology, Department of Education

Date: February 22, 2023

Re: **Board of Aldermen Approval Request / Executive Summary** - Contract for Wide Area Fiber Network between the City of Waterbury and CrownCastle, LLC

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- i. Quarterly USF E-Rate payments direct from USAC to CrownCastle, LLC estimated to total the 5-year sum of \$1,453,755.00, annual E-Rate payments estimated as being 85% of \$290,751.00 (\$1,453,755.00 / 5), to be billed by CrownCastle, LLC to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and
- ii. Sixty (60) monthly City payments to CrownCastle, LLC totaling the 5-year sum of \$265,545.00 or \$4,275.75 per month.
- iii. Compensation payable to CrownCastle, LLC under this Contract shall not exceed TWO HUNDRED THIRTY-TWO THOUSAND AND TWO HUNDRED DOLLARS (\$265,545.00).

Subject to any nonsubstantial changes and approval by Corporation Counsel.

Accordingly, attached for your review and consideration are 6 copies of the proposed Contract, plus the Bid Summary as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

AGREEMENT
RFP No. 7503
for
WIDE AREA NETWORK
between
The City of Waterbury, Connecticut
and
Crown Castle Fiber, LLC

THIS AGREEMENT (“Agreement” or “Contract”), 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 Crown Castle Fiber, LLC (the “Contractor”), with an office located at 8020 Katy Freeway, Houston, Texas 77024, a State of New York duly registered limited liability company (jointly referred to as the “Parties” to this Agreement).

WHEREAS, Contractor submitted a proposal to the City responding to **RFP No. 7503** for Wide Area Network; and

WHEREAS, the City selected Contractor to perform services regarding **RFP No. 7503**; and

WHEREAS, the City and Contractor entered into Agreement RFP Nos. 6490 and 6559 for Wide Area Network (“2020 Contract”), effective May 20, 2020 through May 19, 2024; and

WHEREAS, the City and Contractor entered into Agreement RFP No. 6786 for Wide Area Network (“2021 Contract”), effective February 3, 2021 through February 2, 2024; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT that the above referenced contracts (2020 Contract and 2021 Contract) shall terminate as of June 30, 2023 (“Termination Date”) and no further obligations shall remain, all compensation shall be deemed to have been paid in full, and there are no claims remaining against the City as of such Termination Date, and as follows:

1. Scope of Services. 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 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. 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 Contractor will provide and deliver new Wide Area Telephone and Network Services for the City of Waterbury Public Schools at the locations as set forth in the Contractor's Work Plan / Scope of Work in **Attachment A**. Said services shall include, but are not limited to high speed communications for simultaneous IP voice, video and data connectivity and work shall be performed according to the agreed upon transition plan and milestones. Services shall also include upgrading the network, planning, designing, installation and documentation, training and maintenance of the system, and assistance with future upgrades, as is more particularly detailed and described in the City of Waterbury **RFP No. 7503** and Contractor's Response thereto attached hereto as part of **Attachment A** which are hereby made material provisions of this Contract. All services must comply with E-Rate guidelines. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by 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 City of Waterbury Request for Proposal Number 7503, consisting of 14 pages, (excluding attachments) attached hereto;
 - 1.1.2 Addendum #1 to RFP No. 7503, dated December 20, 2022, consisting of 2 pages, attached hereto;
 - 1.1.3 Contractor's Revised Cost Proposal, February 22, 2023, consisting of 2 pages, attached hereto;
 - 1.1.4 Contractor's Response to City of Waterbury Request for Proposal Number 7503, dated January 3, 2023, consisting of 33 pages, (excluding "Exceptions and Alternatives", Contractor's Attachment A, "Attachment and Signature Forms", and Attachment D, "Crown Castle Personnel Resumes") and Personnel Resumes, respectively) attached hereto;
 - 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
 - 1.1.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, Commission on Human Rights and Opportunities ("CHRO")/Equal Employment Opportunity ("EEO") Compliance Documents, incorporated herein by reference;
 - 1.1.7 Certificates of Insurance, incorporated herein by reference;
 - 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated herein by reference;
 - 1.1.9 All licenses and certifications, incorporated herein by reference.
- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on 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. All applicable Federal, State and local statutes, regulations charter and ordinances
- 1.2.2. This Agreement
- 1.2.3. Contractor's Revised Cost Proposal
- 1.2.4. Contractor's Response to RFP No. 7503
- 1.2.5. City of Waterbury RFP No. 7503
- 1.2.6. Addendum #1 to RFP No. 7503

2. Contractor Representations Regarding Qualification and Accreditation. Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. 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. 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 Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn.

Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of Contractor. All data, information, etc. given by the City to Contractor and/or created by Contractor shall be treated by 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. 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, Contractor shall provide prior advance written notice to the City of the need for such disclosure. Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent Contractor is required to be on City property to render its services hereunder, Contractor shall have access to such areas of City property as the City and Contractor agree are necessary for the performance of Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and 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 Contractor is required to be on City property to render its services hereunder, 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 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 Contractor.

3.3. Cleaning Up. To the extent Contractor is required to be on City property to render its services hereunder, 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 Contractor.

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

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

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

NOTE: 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 Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by 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 Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time.

5.1 Contractor shall begin all work and services required under this Contract on the effective date of July 1, 2023, and shall complete all work and services by June 30, 2028, and in accordance with the following Timeframe and the Contractor's Work Plan / Scope of Work as further detailed in **Attachment A**. The network and all related tasks and services shall be completed within a total of 90 days pursuant to the time frame set forth below, commencing from the date of the Notice to Proceed:

- 5.1.1** Day 1: Order Signed;
- 5.1.2** Day 3: Order verified and entered into CRM, task assignments begin;
- 5.1.3** Day 5: Initial engineering package to build laterals completed, submit to APS, local Agencies, etc;
- 5.1.4** Day 10: Engineering of fiber splicing and patch installation completed, assign tasks to splicing teams, schedule for after lateral build is completed;
- 5.1.5** Day 15: Follow up on new lateral applications, work through any concerns that any of the various agencies may have;
- 5.1.6** Day 20: Verify BOM with vendor, place order for appropriate fiber and equipment (fiber termination panels and switch gear);
- 5.1.7** Day 30: Receive approval for build of new lateral, finalize construction design, and submit order to third party construction firm;
- 5.1.8** Day 40: Lateral build begins, additional POE cables;
- 5.1.9** Day 50: Schedule splicing to coincide with completion of lateral build;
- 5.1.10** Day 60: Lateral build complete;
- 5.1.11** Day 65: Splicing complete, OTDR testing of fibers can begin
- 5.1.12** Day 70: Testing of fibers, Lit Network installed, complete, test results recorded;
- 5.1.13** Day 85: Hand-over of network to customer (City);
- 5.1.14** Day 90: Customer (City) accepts network, billing begins.

5.2. At all times during the Contract, the Contractor shall be responsible for and ensure continuity of IT Service including, but not limited to, network availability, all

telecommunication and/or internet service availability for the applicable Department of Education System and Remote Location.

5.3. Time is and shall be of the essence for all Project milestones and completion dates for the Project. 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 Contractor and City, that the Contract Time is reasonable for the completion of the Work. Contractor shall be subject to City imposed fines and/or penalties in the event Contractor breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed ONE MILLION SEVEN HUNDRED TEN THOUSAND THREE HUNDRED DOLLARS (\$1,710,300.00) for the entire five (5) year term of this Contract and shall not exceed THREE HUNDRED FOURTY TWO THOUSAND SIXTY DOLLARS (\$342,060.00) for any one (1) year of the Contract term, for the speeds and locations as set forth in the Contractor's Revised Cost Proposal, February 22, 2023. It is anticipated that if awarded the USF E-Rate program will pay 85% of the above fee and the City will pay 15% of the fee. The Parties recognize and agree that the percentage of payments listed herein may vary based upon the amount awarded from the USF E-Rate program. Therefore, the payment and amount of payment by the City is contingent upon the award of the USF E-Rate program funding and following payment schedule:

6.1.1 Five (5) annual USF E-Rate payments, to be paid directly from USAC to the Contractor in the amount up to TWO HUNDRED NINTY THOUSAND SEVEN HUNDRED FIFTY ONE DOLLARS for a total not to exceed the amount of ONE MILLION FOUR HUNDRED FIFTY THREE THOUSAND SEVEN HUNDRED FIFTY FIVE DOLLARS (\$1,453,755.00) for the entire five (5) year term of this Contract. Said fee will be billed by the Contractor to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and

6.1.2 The City shall pay the Contractor in an amount not to exceed TWO HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED FOURTY FIVE DOLLARS (\$265,545.00) for the entire five (5) year Contract, payable in an amount not to exceed FIFTY THREE THOUSAND ONE HUNDRED NINE DOLLARS (\$53,109.00) per year, or FOUR THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS AND .75/100 (\$4,275.75) per month. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.

NOTE: The foregoing Section 6.1.1 and 6.1.2 payment provisions are based upon City being granted and receiving BOTH City funding and USF E-Rate funding for each year of the five (5) year period of this Contract. In the event (a) City funding (the event of no

City funding as referred to herein as non-appropriation) is not appropriated and/or (b) E-Rate funding is not granted and/or received, then within sixty (60) days of any such event, the parties shall conduct good faith negotiations to amend this Contract to permit a reduction in the services and a commensurate reduction in the price for those services acceptable to the Parties. If the negotiations do not result in a jointly executed written amendment within such sixty (60) day period, then this Contract shall terminate on the date either or both City Funding and/or USF E-Rate Funding, is not appropriated, or in the case of USF E-Rate Funding, is not granted and/or received by the City, without the City incurring any Contractor imposed penalties, fees, or charges, etc.

6.2. Limitation of Payment. Compensation payable to 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 Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

6.3. Review of Work. 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. 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 Contractor's demand for payment. The City shall not certify fees for payment to Contractor until the City has determines that Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of Contractor in preparing its proposal for **RFP No. 7503** shall be solely borne by Contractor and are not included in the compensation to be paid by the City to Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. 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. 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, Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to 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 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, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** any enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** any 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.

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. Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Contractor and such insurance has been approved by the City. 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, 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 Contractor's obligation under this Contract, whether such obligations are 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 Contractor:

9.4.1 General Liability Insurance:

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

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

9.4.2 Automobile Liability Insurance:

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

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

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

9.4.4 Professional Liability Insurance:

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

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

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from 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: Contractor's General and Automobile Liability Insurance policies shall be endorsed to add the City and Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under 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 Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an 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."** The City's request for proposal number must be shown on the certificate of insurance. 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, Contractor shall deliver to the City a copy of Contractor's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, 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 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 Contractor's work and services shall be secured in advance and paid by Contractor. Contractor shall give all notices and comply with all laws,

ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, 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. 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 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 Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, 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, gender identity or expression, 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, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, veteran status, national origin or citizenship status, age, disability or handicap. Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This Section Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if 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 Contractor of such termination and specifying the effective date thereof, at least two weeks before the effective date of such termination.

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract for convenience, with 30 days' written notice to the Contractor, after two (2) years of Execution of this Contract by the Mayor. 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. Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to receipt of USF E-Rate funding, for each contract year and the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Contractor for the agreed to level of the products, services and functions to be provided by Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to 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 Contractor for any lost or expected future profits.

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Contractor shall transfer all licenses to the City which Contractor is permitted to transfer in accordance with the applicable third party license. The

City shall have no financial obligation to compensate Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. 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 Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and 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). 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 Contractor may negotiate a mutually acceptable payment to 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 Contractor. Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that 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, Contractor will be compensated by the City for work performed prior to such termination date and 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)** 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 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 Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. 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 either Party's control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. 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 Contract 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 Agreement and their schedule set forth in Section 5 of this Contract.

16. Subcontracting. Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of 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 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. Contractor shall be as fully responsible to the City for the acts and omissions of 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 Contractor.

17. Assignability. 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 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 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, Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. 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 Contractor, by someone under the care and/or control of Contractor, by any subcontractor of Contractor, or by any shipper or delivery service. 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, 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. 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. 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 Contractor.

22. Independent Contractor Relationship. The relationship between the City and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by 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 Contractor or

between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be

reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to 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 Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 7503; (ii) E-Rate Regulations and Guidelines; and (iii) Contractor's Proposal responding to the aforementioned RFP No. 7503.

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or 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: Crown Castle Fiber, LLC
c/o Crown Castle
8020 Katy Freeway
Houston, TX 77024
Attn: General Counsel

City: City of Waterbury
c/o Computer Technology Center
236 Grand Street, 3rd floor
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 foregoing subsections 32.1-32.7.

32.9. 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 "Code of Ordinances (Rev. 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. 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. 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 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:

CROWN CASTLE FIBER, LLC

Sign: _____
Print Name: _____

By: _____
Print Name: _____

Its: _____
(Title)

Sign: _____
Print Name: _____

Date: _____

ATTACHMENT A

- 1.** City of Waterbury Request for Proposal Number 7503, consisting of 14 pages, (excluding attachments) attached hereto;
- 2.** Addendum #1 to RFP No. 7503, dated December 20, 2022, consisting of 2 pages, attached hereto;
- 3.** Contractor's Revised Cost Proposal, February 22, 2023, consisting of 2 pages, attached hereto;
- 4.** Contractor's Response to City of Waterbury Request for Proposal Number 7503, dated January 3, 2023, consisting of 33 pages, (excluding "Exceptions and Alternatives", Contractor's Attachment A, "Attachment and Signature Forms", and Attachment D, "Crown Castle Personnel Resumes" and Personnel Resumes, respectively) attached hereto;
- 5.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 6.** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, Commission on Human Rights and Opportunities ("CHRO")/Equal Employment Opportunity ("EEO") Compliance Documents, incorporated herein by reference;
- 7.** Certificates of Insurance, incorporated herein by reference;
- 8.** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated herein by reference;
- 9.** All licenses and certifications, incorporated herein by reference.



ESSER/ARP Monthly Expenditure Report
March 2, 2023 BOE Workshop

ESSER I

Beginning Date March 2020
 Ending Date September 2022

Total Grant : \$9,394,519

Public Portion - \$8,462,310
 \$8,462,310 YTD Exp/Enc
 \$0 YTD Balance

Non-Public Portion - \$ 932,209
 \$932,209 YTD Exp/Enc
 \$0 YTD Balance

ESSER II

Beginning Date December 2020
 Ending Date September 2023

Total Grant : \$41,651,124

\$17,532,009 YTD Exp/Enc
 \$24,119,115 YTD Balance

ARP ESSER III

Beginning Date May 2021
 Ending Date September 2024

Total Grant : \$89,691,176

\$27,986,367 YTD Exp/Enc
 \$61,704,809 YTD Balance



Detail of Encumbrance/Expenditures

ESSER I Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging
Carts; Data Switches & Wireless Headphones
HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
Covid staff testing fees;
Fire safety equipment
Bilingual materials
PPE/Health & Safety Supplies; Handwashing Stations



ESSER II GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
Transportation for Summer School; Summer school program supplies
Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
Translation Services
SEL Curriculum
Technology Professional Development Training
Portrait of Graduate Development and Assessment
CTE Supplies and Wilby Greenhouse Renovation
Food Service Deficit;
Facility Study
Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
Design Services – Auditorium Upgrades; Air Handler Units; Mechanical Upgrades & Rotella Boiler
Summer school field trips
Boiler replacement /Tinker school and Kingsbury
School counselor Summer program
New Mentors Summer training
Design services –HVAC for Wilby, NEMS,WSMS,Crosby, Wallace, State St, Wilson
Design services- Boiler replacement for Driggs, Maloney, Washington, Generali)
Boiler replacement –Rotella
SEL Curriculum
Naviance
Duct & Vent Cleaning (Carrington, Duggan,Gilmartin, Reed)
Reboot pilot program
Crosby Bypass piping



ARP ESSER III

(2) PT Crisis Youth Intervention Clinicians;
Accountant III
Facility Operation Manager
Extra Class Stipends for Teachers covering shortage areas;
Partners in Education (CT Center for School Change);
Outside Counsel Legal Fees for ARP ESSER Contracts;
Curriculum Update- Pear Deck & Legends of Learning;
Instructional Supplies & Equipment (School Principals)
Resources to Support Curriculum(Home Learning);
Equity Training Services
State Street Playground Equipment
HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement, WAMS ,Palace.
Upgrade furniture, fixtures and equipment based on school needs.
Digital platform to connect students with mentors.
Amplify reading student license, mCLASS DIBELS
Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
SAFE after school program/behavioral clinicals
Nearpod, Kami, Rubicon subscription
Summer programs-Boys & Girls club
Workshop Athletic program
Biliteracy Training program
Enrichment programs in the Community (Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
Design services for HVAC (Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali
Harvard Graduate school- training school turnaround leaers
Linguistica International –translation services
Cormier Consulting
Varsity Tutors
Air cooled chillers (WAMS/Palace)
Removal and replacement of 9 playscapes
Radiator Covers

Waterbury Board of Education

FY2022-2023

**January
Expenditure Report**

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$9,664,779	\$9,664,779	\$5,096,107	\$0	\$4,568,672	\$9,439,779	\$225,000
511102	Teachers	\$56,903,062	\$54,452,379	\$24,011,584	\$0	\$30,440,795	\$55,704,259	(\$1,251,880)
511104	Superintendent	\$438,103	\$438,103	\$240,901	\$0	\$197,202	\$438,103	\$0
511106	Early Incentive Certified	\$825,000	\$825,000	\$1,059,703	\$0	(\$234,703)	\$1,059,703	(\$234,703)
511107	Certified Coaches	\$770,000	\$770,000	\$232,435	\$0	\$537,565	\$770,000	\$0
511108	School Psychologists	\$1,449,226	\$1,449,226	\$265,872	\$0	\$1,183,354	\$723,226	\$726,000
511109	School Social Workers	\$1,948,427	\$1,948,427	\$787,337	\$0	\$1,161,090	\$1,948,427	\$0
511110	Speech Pathologists	\$2,294,414	\$2,294,414	\$1,083,345	\$0	\$1,211,069	\$2,064,414	\$230,000
511111	Ass. Superintendent	\$165,000	\$165,000	\$88,846	\$0	\$76,154	\$165,000	\$0
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,678,104	\$2,678,104	\$924,542	\$0	\$1,753,562	\$2,678,104	\$0
511202	Clerical Wages	\$1,597,126	\$1,597,126	\$568,089	\$0	\$1,029,037	\$1,382,126	\$215,000
511204	Crossing Guards	\$357,192	\$357,192	\$199,300	\$0	\$157,892	\$357,192	\$0
511206	Educational	\$450,000	\$450,000	\$149,854	\$0	\$300,146	\$450,000	\$0
511212	Substitute Teachers	\$150,000	\$150,000	\$398,554	\$44,508	(\$293,061)	\$397,438	(\$247,438)
511215	Cafeteria Aides	\$80,000	\$80,000	\$21,358	\$0	\$58,642	\$80,000	\$0
511217	Library Aides	\$178,348	\$178,348	\$53,935	\$0	\$124,413	\$178,348	\$0
511219	School Clerical	\$2,029,527	\$2,029,527	\$1,087,326	\$0	\$942,201	\$2,029,527	\$0
511220	Fiscal Administration	\$608,440	\$608,440	\$293,918	\$0	\$314,522	\$608,440	\$0
511222	Transportation Coordinator	\$189,737	\$189,737	\$89,538	\$0	\$100,199	\$189,737	\$0
511223	Office Aides	\$170,000	\$170,000	\$80,645	\$0	\$89,355	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,249,645	\$2,249,645	\$936,374	\$0	\$1,313,271	\$1,765,645	\$484,000
511226	Custodians Non-Certified	\$5,388,979	\$5,266,979	\$2,446,489	\$0	\$2,820,490	\$4,620,064	\$646,915
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$102,144	\$0	\$97,856	\$200,000	\$0
511228	Paraprofessionals	\$9,886,881	\$9,886,881	\$4,682,291	\$0	\$5,204,590	\$9,886,881	\$0
511229	Bus Duty	\$265,000	\$265,000	(\$5,287)	\$0	\$270,287	\$265,000	\$0
511232	Attendance Counselors	\$125,373	\$125,373	\$63,611	\$0	\$61,762	\$125,373	\$0
511233	ABA Behaviorial Therapist	\$1,626,875	\$1,626,875	\$603,840	\$0	\$1,023,035	\$1,626,875	\$0
511234	Interpreters	\$195,456	\$195,456	\$71,650	\$0	\$123,806	\$151,955	\$43,501
511238	Swing SSPP	\$0	\$0	\$7,305	\$0	(\$7,305)	\$7,211	(\$7,211)
511236	Snow Removal	\$0	\$0	\$8,736	\$0	(\$8,736)	\$6,864	(\$6,864)
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$640,000	\$640,000	\$535,503	\$0	\$104,497	\$640,000	\$0
511653	Longevity	\$9,705	\$9,705	\$8,563	\$0	\$1,142	\$9,705	\$0
511700	Extra Police Protection	\$683,452	\$683,452	\$112,610	\$0	\$570,842	\$683,452	\$0
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$37,120	\$0	\$170,549	\$207,669	\$0
522501	Health Insurance-General	\$8,000,000	\$8,000,000	\$8,000,000	\$0	\$0	\$8,000,000	\$0
529001	Car Allowance	\$70,000	\$55,000	\$35,091	\$0	\$19,909	\$55,000	\$0
529003	Meal Allowances	\$24,800	\$24,800	\$21,208	\$3,220	\$372	\$24,800	\$0
Subtotal Salaries		\$112,625,320	\$110,037,637	\$54,400,438	\$47,728	\$55,589,471	\$109,215,317	\$822,320

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	\$1,500,000	\$2,000,000	\$1,499,798	\$26,781	\$473,421	\$2,546,000	(\$546,000)
533009	Evaluation	\$10,000	\$10,000	\$167	\$0	\$9,833	\$4	\$9,996
533020	Consulting Services	\$325,000	\$319,500	\$73,276	\$231,887	\$14,337	\$319,500	\$0
533100	Auditing	\$54,000	\$59,500	\$0	\$59,500	\$0	\$59,500	\$0
539005	Sporting Officials	\$30,000	\$15,000	\$1,595	\$0	\$13,405	\$15,000	\$0
539008	Messenger Service	\$27,000	\$27,000	\$0	\$0	\$27,000	\$27,000	\$0
543000	General Repairs & Maintenance	\$1,330,000	\$1,330,000	\$746,351	\$562,699	\$20,950	\$1,330,000	\$0
543011	Maintenance - Service Contracts	\$750,000	\$796,872	\$301,064	\$537,224	(\$41,417)	\$796,872	\$0
544002	Building Rental	\$562,084	\$562,084	\$272,807	\$347,307	(\$58,030)	\$562,084	\$0
545002	Water	\$250,000	\$250,000	\$127,036	\$0	\$122,964	\$250,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$1,331,766	\$0	\$1,798,090	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$48,243	\$62,163	\$14,594	\$125,000	\$0
551000	Pupil Transportation	\$17,461,954	\$17,861,954	\$7,336,811	\$11,598,048	(\$1,072,906)	\$18,261,954	(\$400,000)
553001	Postage	\$60,000	\$60,000	\$20,742	\$0	\$39,258	\$60,000	\$0
553002	Telephone	\$175,000	\$175,000	\$121,711	\$15,550	\$37,739	\$175,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$847	\$20,283	\$72,470	\$93,600	\$0
556055	Tuition - Outside	\$11,000,000	\$12,550,683	\$5,779,608	\$5,581,805	\$1,189,270	\$12,500,000	\$50,683
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$890,823	\$2,051,920	\$57,257	\$3,000,000	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$22,564	\$0	(\$16,564)	\$25,000	(\$19,000)
558000	Travel Expenses	\$5,000	\$5,000	\$4,641	\$0	\$359	\$5,000	\$0
559001	Advertising	\$32,500	\$32,500	\$15,858	\$0	\$16,642	\$32,500	\$0
559002	Printing & Binding	\$15,000	\$15,000	\$7,612	\$0	\$7,388	\$15,000	\$0
559104	Insurance - Athletics	\$26,000	\$20,636	\$20,636	\$0	\$0	\$20,636	\$0
Subtotal Purchased Services		\$39,967,993	\$42,445,184	\$18,623,955	\$21,095,168	\$2,726,061	\$43,349,505	(\$904,321)
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,600,000	\$755,931	\$206,335	\$637,735	\$1,600,000	\$0
561200	Office Supplies	\$78,590	\$78,590	\$29,270	\$11,129	\$38,191	\$78,590	\$0
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$0	\$0	\$2,000	\$2,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$3,150	\$1,043	(\$693)	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$25,594	\$8,954	\$15,452	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$1,645	\$967	\$9,887	\$12,500	\$0
561501	Diesel	\$117,535	\$121,754	\$32,290	\$95,651	(\$6,188)	\$121,754	\$0
561503	Gasoline	\$201,174	\$156,956	\$66,586	\$93,199	(\$2,830)	\$156,956	\$0
561504	Heating Oil	\$0	\$40,000	\$15,883	\$2,798	\$21,320	\$40,000	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$600,498	\$0	\$1,065,502	\$1,666,000	\$0
561507	Janitorial Supplies	\$250,000	\$222,000	\$138,198	\$86,151	(\$2,349)	\$200,000	\$22,000
561508	Electrical Supplies	\$50,000	\$50,000	\$45,532	\$4,372	\$95	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$130,000	\$61,044	\$36,684	\$32,272	\$100,000	\$30,000
561510	Building & Ground Supplies	\$150,000	\$282,364	\$161,588	\$96,078	\$24,698	\$252,364	\$30,000
561511	Propane	\$311,188	\$311,188	\$225,737	\$103,510	(\$18,059)	\$311,188	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$6,530	\$28,264	\$5,206	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,236	\$0	\$764	\$2,000	\$0
569010	Recreational Supplies	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$63,871	\$38,159	\$27,969	\$130,000	\$0

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Subtotal Supplies/Materials		\$4,796,487	\$4,898,851	\$2,234,584	\$813,294	\$1,850,972	\$4,816,851	\$82,000
Property								
575008	Furniture-Misc.	\$25,000	\$25,000	\$7,040	\$7,069	\$10,892	\$25,000	\$0
575200	Office Equipment	\$160,000	\$160,000	\$58,044	\$3,673	\$98,283	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$23,128	\$14,014	\$11,406	(\$2,292)	\$23,128	\$0
Subtotal Property		\$225,000	\$208,128	\$79,098	\$22,148	\$106,883	\$208,128	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$4,770	\$9,837	(\$1,607)	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$12,075	\$0	\$8,625	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,298	\$0	\$203	\$9,500	\$0
589056	Waterbury Promise	\$500,000	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0
589201	Mileage	\$15,000	\$15,000	\$6,621	\$0	\$8,379	\$15,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$450	\$0	\$6,550	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$56,153	\$3,542	\$305	\$60,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
591004	Athletic Revolving Fund	\$135,000	\$120,000	\$69,946	\$0	\$50,054	\$120,000	\$0
Total Other/Miscellaneous		\$760,200	\$745,200	\$659,313	\$13,379	\$72,508	\$745,200	\$0
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,335,000	\$75,997,389	\$21,991,717	\$60,345,895	\$158,335,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$33,534,869	\$33,534,869	\$10,984,566	\$0	\$22,550,303	\$33,534,869	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$0	\$675,000
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
Total Additional Funding		\$37,159,869	\$37,159,869	\$10,984,566	\$0	\$26,175,303	\$33,534,869	\$3,625,000
GRAND TOTAL ALL FUNDING		\$195,534,869	\$195,494,869	\$86,981,955	\$21,991,717	\$86,521,197	\$191,869,869	\$3,625,000

**CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

3/2/2023

Board of Education

Board of Education Commissioners:

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2022/2023 from General Fund Operating Budget:

FROM:

Accounting Unit	Account	Description	Amount
87512501	511102	Reading - Teachers	(\$300,000)
86210001	511102	Crosby - Teachers	(\$300,000)

TO:

87510302 533000 Curriculum Instruction - Professional Services \$600,000

Transfer is needed to cover cost of substitute teacher placements from our outside vendor ESS.

FROM:

Accounting Unit	Account	Description	Amount
88510001	511102	Special Education - Teachers	(\$200,000)
88510002	511108	Special Ed - School Psychologists	(\$400,000)

TO:

88510001 556055 Special Education - Tuition Outside \$480,000

88510001 556056 Special Education - Purchased Service \$120,000

Transfer is needed to cover cost of Special Ed Tuition for Special Ed students being placed in outside facilities.
Special Education costs for outside services

TOTAL \$1,200,000 (\$1,200,000)

Respectfully Submitted,

Special Education costs for outside services

Dr. Verna D. Ruffin
Superintendent of Schools

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, March 2, 2023

BOARD MEETING: Thursday, March 16, 2023

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
Robotics Event V. Balsamo	Wilby/North End Complex: March 10 th 2:00pm – 9:00pm and March 11 th & 12 th 8:00am – 10:00pm
L. Richard	Career Academy: Tues., June 20 th 7:30am – 4:00pm (State of CT. CNA testing)
Talent Show R. Pastore	Career Academy: Wed., April 19 th 2:00-4:00pm (rehearsal) and Thurs., April 20 th 2:00 – 9:30 pm (show)
D. Foster	State St. café: Mon., March 20 th 3:00-4:00 pm (Family Engagement Workshop) (snow date: 3/27/23)
M. Bergin	Sprague gym: Wed., April 19 th 5:30 – 7:00 pm (Family Night)

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

Book

FEB 15 2023

SCHOOL PERSONNEL USE ONLY

DATE: 2/15/23

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent Balsamo

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

NAME OF SCHOOL REQUESTED: Wilby HS & North End MS

☒ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: March 10-12

FROM: 8 ☐ am ☒ pm TO: 10 ☐ am ☒ pm

FOR THE FOLLOWING PURPOSES:

Annual FIRST Robotics Event. Only the gym is needed during the day on Friday
March 10 to begin setup. Setup will begin in the HS cafe once the school cafes
end and maintenance is able to clean.


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 17 2023

SCHOOL PERSONNEL USE ONLY

DATE: 2/15/23

TO: SCHOOL BUSINESS OFFICE

FROM: Linda 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:

June 20th

Room 422, 426, 416

FROM: 7³⁰ am/pm

TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

State CNA Testing -

5 WCA candidates

Linda 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.

Hook

FEB 22 2023

SCHOOL PERSONNEL USE ONLY

DATE: 2/17/23

TO: SCHOOL BUSINESS OFFICE

FROM:

Rich Pastore / Jennifer Franceschini

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: April 19, 2023
FROM: 2:00 am/pm TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

WCA Talent show practice

Jennifer Franceschini
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

SCHOOL PERSONNEL USE ONLY

FEB 22 2023

DATE: 2/17/23

TO: SCHOOL BUSINESS OFFICE

FROM: Richard Pastore / Jennifer Franceshino

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: April 20, 2023

FROM: 2:00 am/pm

TO: 9:30 am/pm

FOR THE FOLLOWING PURPOSES:

WCA Talent show, students
and parents

Jennifer Franceshino
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.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 2/22/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Denise Foster

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

NAME OF SCHOOL REQUESTED: State Street

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: March 20, 2023 (Snow date March 27, 2023)

FROM: 3 am/pm TO: 4 am/pm

FOR THE FOLLOWING PURPOSES:

Family Engagement Workshop titled Helping
Your Child Learn: A Guide for Parents of Children
Grades K to 3 Volume 2

Denise Foster
APPLICANT

.....
Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: February 27, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Sprague School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: April 19, 2023

FROM: 5:30 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

The Offices of Early Childhood and School Readiness will be holding a Family Night
to promote family engagement and learning the solar system with CT Science Center.

Maureen Bergin

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.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, March 2, 2023
BOARD MEETING: Thursday, March 16, 2023

**TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
Devonshire Condo Assoc.	Kennedy library: Mon., March 13 th 5:30 – 7:30 pm
D. Hail	(condo members meeting)

REQUESTING WAIVERS:

P.A.L.	Crosby gym: Sat., March 11 th	12:00pm – 11:00pm	Wrestling Event
C. Amatruda			(\$2,016.)
Chabad of Waterbury	Kingsbury café: Sunday, March 26 th	10:30 am – 3:00 pm	
J. Eisenbach	(children's craft activity)		(\$ 462.)
City Youth Theater	Rotella aud.: May 24 th thru July 21 st	6:00-9:00 pm	(rehearsals) and
S. Davis	July 27 th thru 29th 5:00-9:00 pm & July 30 th	12:00 – 6:00pm	(performances)
			(\$10,230.)

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

Boy Scouts	Crosby pool: March 20 th and 27 th	7:00 – 9:25 pm	
A Marchetti	(safety requirements)		
CT. Rebound	Wilby gym: 3/20 – 6/29/23	Mon., Tues., Thurs.	6:00 – 9:00 pm
D. Parker	(basketball practice)		

MONIES COLLECTED TO DATE:

\$ 27,726.29

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

Bank

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 Donna Hall NAME OF ORGANIZATION Devonshire Manor Condominium Association
ADDRESS 245 Colonial Avenue, Waterbury CT 06074 TELEPHONE # 203-744-8400, ext. 129
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy High School DATES 3/13/2023 ROOM(S) 1 Lib.
OPENING TIME 5:30 PM CLOSING TIME 7:30 PM PURPOSE Association Board and Owners Meetings.
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO n/a
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN n/a
SIGNATURE OF APPLICANT Donna M. Hall DATE 2-21-23
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Donna Hall 203-744-8400, ext. 129

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

RENTAL FEES: _____

MISCELLANEOUS FEES: RM. \$10/HR.

SECURITY DEPOSIT \$ 500 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.

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 Waterbury PAL NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St. Waterbury, CT 06704 TELEPHONE # 203-288-7761
(street) (city) (state) (zip code)
SCHOOL REQUESTED CROSBY DATES 3/11/23 ROOM(S) Gym
OPENING TIME 12pm CLOSING TIME 4pm PURPOSE Wrestling Event
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 1-23-23

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

(same)
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL) (4) (\$2000.)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust.

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 use of Building Permit)



APPLICANT/ORGANIZATION: Waterbury PAL - Wrestling Match

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Crosby Gym

DATE(S): Sat March 11th TIMES: 12pm - 11pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1-23-23
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____ Building Usage Fees \$ 2,016.5 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
326 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

FEB 15 2023

APPLICANT Joseph Eisenbach NAME OF ORGANIZATION Chabad of Waterbury
ADDRESS 99 Crescent St WTBY CT 06710 TELEPHONE # 860-567-3377
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kingsbury DATES 3-26-23 ROOM(S) Cafeteria
OPENING TIME 10:30 CLOSING TIME 3pm PURPOSE craft activity
ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 70
SIGNATURE OF APPLICANT [Signature] DATE 2-10-23

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

Joseph Eisenbach
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST 2 (\$462.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with use of Building Permit)



APPLICANT/ORGANIZATION: Chabad of Waterbury

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Cafeteria

DATE(S): 3.26.23

TIMES: 10:30 - 3pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

2-10-23

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 462.-
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 Shelby DAVIS NAME OF ORGANIZATION City Youth Theater
ADDRESS 42 Main Street (street) Waterbury (city) CT (state) 06704 (zip code) TELEPHONE # 203 4370325
SCHOOL REQUESTED Ratelle DATES Attache ROOM(S) Ratelle
OPENING TIME 5p CLOSING TIME 10p PURPOSE Play
MISSION (if any) 15.00 CHARGE TO BE DEVOTED TO Fundraising
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 50
SIGNATURE OF APPLICANT SD DATE 9-2-22

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

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

ALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A 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 Building Permit)



APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Roths

DATE(S): May 24, 25, 26, 30, 31 TIMES: 6-9

DATE(S): June 7, 8, 14, 20, 27, 28 TIMES: 6-9

DATE(S): July 5, 6, 11, 12, 13, 14, 17, 18 TIMES: 6-9

DATE(S): 19, 20, 21 TIMES: 6-9

DATE(S): July 27, 28, 29 TIMES: 5-9

DATE(S): July 30 TIMES: 12-6pm

9-2-22

Date

SD

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 10,230.-

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

Hook

FEB 15 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 Arnold Marchetti NAME OF ORGANIZATION Boy Scouts of America, Troop 3
ADDRESS 245 Southmayd Rd, Waterbury, CT TELEPHONE # 203-757-1211
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby HS. DATES 3/20 + 3/27 ROOM(S) Swimming pool
OPENING TIME 7pm CLOSING TIME 9:15pm PURPOSE swim safety requirements
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 8
SIGNATURE OF APPLICANT _____ DATE _____

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: (m) 860-621-1576
John Leary (Scoutmaster) - 244 Hart St., Southington, 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. BSA Troop 3 (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

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

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

CONTRACT#

APPLICANT DeBunc Parker NAME OF ORGANIZATION CT Rebound
ADDRESS 146 Midwood Ave Wtby CT 06708 TELEPHONE # (203) 228-3144
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilby High DATES 3/20 - 4/29/23 ROOM(S) Gym
OPENING TIME 6:00 CLOSING TIME 9:00 PURPOSE Basketball practice
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 40
SIGNATURE OF APPLICANT DeBunc Parker DATE 2/22/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: March 20 - June 30
DeBunc Parker, Andrew William, Bryan Heigen Mondays, Tuesday, Thursday
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. _____ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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:
A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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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

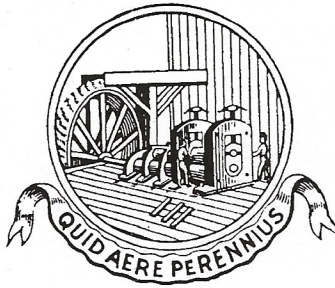
Mondays
Tuesdays
Thursdays
* when gym is available



COMMUNICATIONS



February 15, 2023 through
February 28, 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

February 7, 2023

Melina Rodriguez
45 Olson Dr.
Southington, CT 06489

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 Assistant Director of Pupil Services (Req. #2023501) at \$135,000.00 per year. Please contact Dr. Verna Ruffin, Superintendent of Schools at (203) 574-8000 ext 11200 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 6months 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.

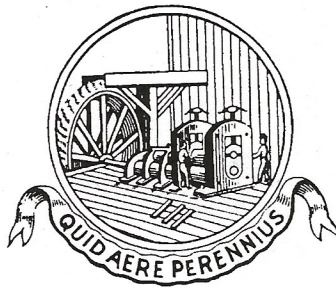
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

MJ/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

February 7, 2023

Kenneth Butler, Jr.
137 Townsend Ave.
Waterbury, CT 06705

Dear Mr. Butler, Jr.:

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. #2022641) 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, March 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 March 9, 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

February 8, 2023

REVISED

Louis Bruscano
121 Harpers Ferry Rd., Rear Apt.
Waterbury, CT 06705

Dear Mr. Bruscano:

Your name is being certified to the Department of Education for the position of Mason Foreperson (Req. #2023721) at **\$27.66 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 10, 2023

Jennilee Quito-Guadalupe
37 Kenneth Circle
Waterbury, CT 06710

Dear Ms. Quito-Guadalupe:

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. #2022657) 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, 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. 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.

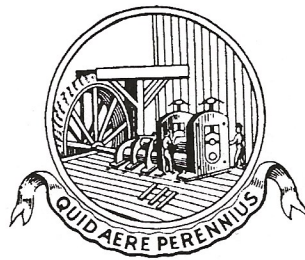
Again, welcome to the City of Waterbury.

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

February 13, 2023

Susan Cote
30 Spring Rd.
Prospect, CT 06712

Dear Ms. Cote:

We are pleased to receive your acceptance of our offer of employment for the position of Office Aide @ Tinker Elementary School, Department of Education (Requisition #2023673) at \$14.00 per hour.

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.

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 SEIU contract for other available fringe benefits by visiting our website at www.waterburyct.org.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Imani Jones, Prin @ Tinker
File



The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

236 Grand Street
Waterbury, CT 06702
203-574-6761 Phone
203-574-8087 Fax

February 14, 2023

Janet Frenis
73 Forest Ridge Rd.
Waterbury, CT 06708

Dear Ms. Frenis:

Congratulations, you have been selected for employment with the City of Waterbury for the position of Chief Academic Officer in the Department of Education (Requisition #2023021). In this position, your starting compensation will be \$160,000.00 per year. In addition, as a Waterbury Municipal Administrators Association Union employee, you will be eligible for benefits. Please visit our website at www.waterburyct.org for more information and a recent copy of your union contract (Local 2090).

This is a conditional offer pending satisfactory results of the pre-employment process. This process includes a urine drug screen administered by Concentra Medical Services, which must be completed within 48 hours of the initial offer of the position by the Human Resources/Civil Service Department. If you do not adhere to the specified instructions, you will no longer be eligible for certification for the above mentioned position, and your conditional offer will be rescinded.

Please provide the following items, which are necessary for completing your pre-employment requirements for final certification:

- Three employment references
- Verification of all employment listed on your signed application
- New employment paperwork
- Identification to satisfy the Federal I9 requirement
- Proof of residency (Waterbury residents only)
- Fingerprint packet (certain fees apply)
- National Criminal Background Check
- DCF background check (if applicable)
- ESSA requirement (if applicable)

You will be initially certified to this position when you have successfully passed all of the above mentioned pre-employment requirements. Once the Human Resources/Civil Service Office receives and verifies the above information, you will be contacted regarding your start date.

Please note, under the Civil Service Rules and Regulations, your name will be removed from the eligibility list if you decline this offer of appointment unless within three days of the date of this letter you furnish satisfactory evidence justifying your decision. Please call the Civil Service Office at (203) 574-6761 with any questions that you may have.

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

February 15, 2023

Sherl Knight
62 Marlboro St.
Waterbury, CT 06705

Dear Ms. Knight:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806E) at \$14.00 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 30, 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.

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,
Linda Franzese, Director of Food Service,
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

February 15, 2023

Ines Quinones Ortiz
28 Waverly St.
Waterbury, CT 06710

Dear Ms. Quinones Ortiz:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806F) at \$14.00 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.

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,
Linda Franzese, Director of Food Service,
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

February 15, 2023

Adrijana Redzepi
286 Mill Plain Ave.
Waterbury, CT 06705

Dear Ms. Redzepi:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806G) at \$14.00 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.

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,
Linda Franzese, Director of Food Service,
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

February 15, 2023

Jenny Torres
164 Eastside Boulevard
Waterbury, CT 06706

Dear Ms. Torres:

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 #2023391J) 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.waterburycct.org.

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.

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

February 15, 2023

Samira Tiganj
118 Angel Dr. Apt. A
Waterbury, CT 06708

Dear Ms. Tigani:

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 #2023391Q) 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.

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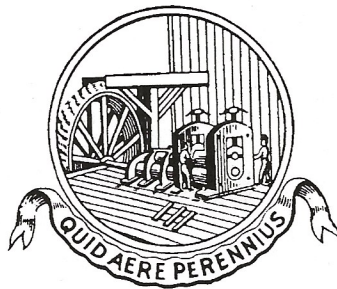
Sincerely,

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

February 15, 2023

Stacey Yorker
27 Gordon St.
Waterbury, CT 06710

Dear Ms. Yorker:

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 #2022581H) 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.

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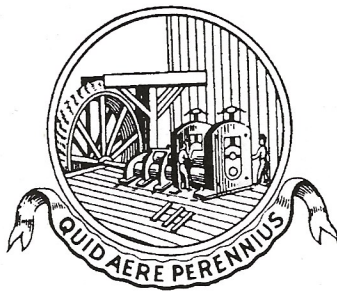
Sincerely,

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

February 15, 2023

Yvonne Smith
1129 Wolcott St., 4-11
Waterbury, CT 06705

Dear Ms. Smith:

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 #2023391M) 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.

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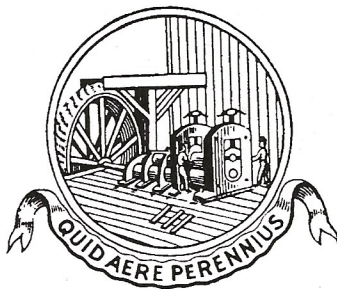
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Sincerely,
Nicholle West

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

February 15, 2023

Michael McCormack
80 Mountain Rd., Apt #6
Woodbury, CT 06798

Dear Mr. McCormack:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023683) 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 February 23, 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

February 15, 2023

Augustus Bailey
165 Wood St., Fl. 3
Waterbury, CT 06704

Dear Mr. Bailey:

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 #2023391G) at \$14.80 per hour.

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Sincerely,

Nicholle West

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Human Resource Generalist

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cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



Connecticut Association of Boards of Education

Conrad Vahlsing, Senior Staff Attorney

PRESENTS POLICY HIGHLIGHTS

February 17, 2023

Volume 23 – Issue #17

New Data on Home Visits’ Ability to Reduce Absenteeism: A Connecticut research collaborative recently released a report showing the ability of home visits to create a “significant increase” in students’ attendance rates. The collaborative is a partnership between the Connecticut State Department of Education (CSDE) and several public and private Connecticut universities, and is referred to as CCERC (the Center for Connecticut Education Research Collaboration).

In April 2021, CCERC established a program intended to address student absenteeism during the COVID-19 pandemic. This program, known as LEAP (the Learner Engagement and Attendance Program), focused on 15 school districts with the intention of conducting home visits with students identified as chronically absent.

Importantly, the increase in attendance rates from the program was long-lasting, with increases in attendance lasting several months post-LEAP visits. The report notes that follow-up research is recommended in order to replicate the data and to see longer-term effects.

Two types of home visits were used in the LEAP program: visits conducted only by school staff and visits that were conducted in partnership with community organizations. The visits conducted only by school staff did not involve visits that only utilized teachers, according to the report. Rather, these visits used “multi-disciplinary teams consisting of teachers, counselors, administrators, and other staff.”

As for the home visits that involved a partnership with community organizations, the report notes that this was sometimes done for “pragmatic reasons, such as the increased availability of staff from community organizations and reductions in the number of restrictions on how the LEAP money could be used to incentivize students and parents.”

Importantly, the report lists four factors that helped with staff buy-in to the LEAP home visit program:

1. ensuring home visitor’s safety (e.g., visiting homes during a pandemic, going into dangerous neighborhoods)
2. supporting districts with trust and flexibility (e.g., being allowed to use different models of implementation)

3. supporting home visitor's desire for a deeper understanding of student experiences (e.g., home challenges)
4. providing adequate compensation (e.g., paying people to do something outside of their required workload)

Executive Summary, An Evaluation of the Effectiveness of Home Visits for Re-Engaging Students Who Were Chronically Absent in the Era of Covid-19, Dec. 31, 2022, Page 7

Three of these points offer insight into what districts should consider regarding staff who may be participating in such a program. Such staff want to feel safe, and want to be paid fairly, but also want to have a better understanding of the home lives, and any related challenges, of their students.

The report does note some challenges with implementing the LEAP program and they will come as no surprise to district leaders who are well aware of the challenges always facing school districts. The challenges were overworked teachers, not having enough staff to participate (even when offered a stipend), and conflicting priorities of staff (family life vs. work commitments). The report also notes that there was some confusion about the roles and responsibilities under the program, partly due to the fact that the LEAP program was coordinated through the Regional Educational Service Centers (RESCs) and districts had differing experiences working with them.

A ten-page executive summary of the report, dated December 31, 2022, can be found here: https://portal.ct.gov/-/media/CCERC/Reports/CCERC-Exec-Summary-LEAP_FINAL.pdf.

Aside from the LEAP program and report, as two examples of how Connecticut school districts may utilize home visits, Windsor and Meriden have information on their programs available on their respective websites.

Windsor's Office of Family and Community Partnerships has established a partnership with the non-profit organization Parent Teacher Home Visits, a California-based nonprofit that offers family engagement strategies, models, and training.

From Windsor's website:

"Our Parent Teacher Home Visits are not drop-ins, surprises, gotchas, wellness checks, or other measures that can result in punitive measures being taken. They are brief appointments between two willing colleagues, family member(s), and students in a mutually agreed upon setting outside of the school building. The goal behind the visit is to establish trust between the adults, the educators, and family members, who are working to ensure the student succeeds."

<https://www.windsorct.org/page/parent-teacher-home-visits>

In Meriden, the district has Family-School Liaisons (FSLs) who are tasked with removing "barriers" that may be preventing student learning. These FSLs are described as:

"The FSL Team will assist with planning, organizing and implementing family events in their related schools. They will also identify resources and services from the community to strengthen school programs. They will provide information and ideas to families about how to help students at home with home curriculum-related activities.

The FSLs will conduct home visits to counsel parents and students regarding the importance of educational support for parents and families in the areas of academic success, attendance at school and student growth.”

<https://www.meridenk12.org/departments/family-school-liaison/>

According to Meriden’s website, there is an overall FSL Coordinator, and then approximately eight other designated staff who represent a specific school, or multiple schools.

As a final, related note, under Connecticut law, districts are mandated to have a policy and procedures that “encourage parent-teacher communication.” See Section 10-221(g) (note that the law was formerly subsection (f), but was re-numbered in 2021). The law suggests possible, but not mandated, means of encouraging such communication, and includes home visits as one of the suggested avenues.

These policies may refer to home visits as a means of encouraging parental involvement. How, and in what capacity, a district decides to utilize home visits is up to the individual districts but there is strong supporting data that they have the ability to improve student attendance, and therefore should be in the mix as a discussion topic for boards. Policy committees may also consider language in policies that highlight and support home visit programs that may already be in place in districts.

Here is a link to CABA’s sample policy on Parent Involvement:

- [#1110.1 – Parent Involvement](#)

Carrie Swain

From: Dari Bermudez <dariluzbermudez@gmail.com>
Sent: Tuesday, February 21, 2023 3:07 PM
To: Carrie Swain; ELIZABETH BROWN; aldermanpernerewski@waterburyct.org; aldermanbrunelli@waterburyct.org; JUANITA HERNANDEZ
Subject: Melissa Adorno

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.

Good afternoon,

After reading the newspaper today about the criminal charges on Melissa Adorno, I think it is a disgrace and shameful she is still employed as a board member for the Waterbury Schools. I call for her to be fired or have her resign. If she has any kind of respect for herself and the Waterbury schools she should resign, we do not need anyone with such a history representing the Waterbury schools. Why is she still employed? and if no one can answer this question please direct me to the correct person who can.

Sincerely a concerned citizen and parent,
Dariluz Bermudez

Carrie Swain

From: Dari Bermudez <dariluzbermudez@gmail.com>
Sent: Thursday, February 23, 2023 12:52 PM
To: Carrie Swain; ELIZABETH BROWN; aldermanpernerewski@waterburyct.org; aldermanbrunelli@waterburyct.org; JUANITA HERNANDEZ
Subject: Re: Melissa Adorno

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.

The lack of response says a lot about all of you!

What a disgrace, this is the type of people that represent our schools -disgusting!

Shame on all of you!

On Tue, Feb 21, 2023 at 3:07 PM Dari Bermudez <dariluzbermudez@gmail.com> wrote:
Good afternoon,

After reading the newspaper today about the criminal charges on Melissa Adorno, I think it is a disgrace and shameful she is still employed as a board member for the Waterbury Schools. I call for her to be fired or have her resign. If she has any kind of respect for herself and the Waterbury schools she should resign, we do not need anyone with such a history representing the Waterbury schools. Why is she still employed? and if no one can answer this question please direct me to the correct person who can.

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Dariluz Bermudez