



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: January 3, 2023

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, Thursday, January 5, 2023
5:30 p.m., Waterbury Career Academy

The Committees of the Board of Education will meet on Thursday, January 5, 2023, 5:30 p.m., Waterbury Career Academy, 175 Birch Street, 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/1dT7BBdPKgg>.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

PRINCIPAL'S REPORT ~ Michael Harris

1. Committee of the Whole/5 minutes: Request approval of an Agreement with Southern Connecticut State University for field experience and student teaching placements – J. Mendoza, M. Waters.
2. Committee of the Whole/5 minutes: Request approval of a Concurrent Enrollment Agreement with Naugatuck Valley Community College for College Career Pathways Program – M. Merati, D. Schwartz.
3. Committee on Finance/5 minutes: Request approval of a Professional Services Agreement with Southwestern Industries, Inc. d/b/a TRAK Machine Tools for ProtoTrak KMX CNC Controls and Accessories – M. Merati, D. Schwartz.
4. Committee on Finance/5 minutes: Request approval of a Professional Services Agreement with S/L/A/M for Expanded Educational Facilities Feasibility Study in regards to International School and Maloney Magnet School – R. Maghfour.
5. Committee on Finance/8 minutes:
 - a) ARP/ESSER Update – D. Biolo.
 - b) Monthly Expenditure Report – D. Biolo.
 - c) Transfer in the General Fund – D. Biolo.
6. Superintendent's Update: Dr. Ruffin.
7. Committee on Building & School Facilities/3 minutes: Request acceptance of the Generali School Roof Project, State Project #151-0306, as complete (no backup) – R. Maghfour.
8. Committee on Building & School Facilities/3 minutes: Use of school facilities by school organizations and/or City departments – R. Maghfour.

9. Committee on Building & School Facilities/3 minutes: Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.
10. Superintendent’s Notification to the Board/5 minutes:

a. Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Chabot, Albert	Assistant Indoor Track	KHS	12/19/22
Forgione, Michael	Head Girls Basketball	KHS	11/28/22
Fazzino, Francisca	Girls Basketball Coach	NEMS	01/04/23
Fryer, Deneen	Girls Basketball	KHS	12/12/22
Nicholas, Stefanie	Assistant Indoor Track	CHS	12/19/22

b. Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Eff.</u>
Bernardini, James	Behavior Couns. State Street	FT	\$21.72/hr	F UPSEU 69	Priority 22-23	11/10/22
Blasini, MaLisa	Office Manager Bilingual Dept	FT	\$23/hr	UPSEU 69	Bilingual 22-23	01/12/23
Creem, Daniel	Tutor Holy Cross	PT	\$25/hr	NON BOE	Title I-A 21-23	01/05/23
Crocetto, Kyle	FRC Coordinator Wilson	FT	\$28/hr	F UPSEU 69	FRC 22-23	12/08/22
Cuevas, Victor	Network Specialist	FT	\$19/hr	UPSEU 66	Adult Ed 22-23	11/21/22
Freitas, Ashley	Regan 21 st Century Teacher				SDE After School	Immediately
George, William	Net. Specialist (10 to 12 month)	FT	\$27.308/hr	UPSEU 69	Title II-A 22-24	10/03/22
Glass, Rosalyn	Adult Ed Instr. (Certified)	PT	\$33/hr	NON BOE	Adult Ed 22-23	11/17/22
Gray III, Ollie	Behavior Counselor - NEMS	FT	\$27/hr	F UPSEU 69	SIG 6 NEMS 22-24	01/05/23
Guichardo, Julio	Behavior Counselor – CHS	FT	\$25/hr	F UPSEU 69	Title I-A 22-24	01/05/2023
Hernandez, Tamara	Parent Liaison Reed	FT	\$15.88/hr	UPSEU 69	Title I-A 21-23	11/17/22
Howarth, Christopher	Computer Technician	FT	\$15/hr	UPSEU 69	Title I-A 21-23	12/22/22
Iljazi, Dashnor	Network Specialist (10M)	FT	\$24.26/hr	UPSEU 69	CN – WMS S2 22-23	12/01/22
Jannetty, Kimberly	Tutor Chase	PT	\$33/hr	NON BOE	Priority 22-23	11/10/22
Lynch, Cassandra	Prevention Specialist – WMS	FT	\$18.14/hr	F UPSEU 69	Priority 22-23	12/01/22
Moriarty, Gail	Tutor Yeshiva K’Tana	PT	\$33/hr	NON BOE	Title I-A 21-23	09/12/22
Morrison, Terrance	Behavior Counselor – KHS	FT	\$27/hr	F UPSEU 69	SIG 5 KHS 21-23	12/01/22
Rodriguez, Leeana	Hall Monitor Crosby	PT	\$98/day	NON BOE	Title I-DW 22-24	11/03/22
Sadiku, Jeton	Network Specialist	FT	\$19/hr	UPSEU 66	Title II-A 22-24	11/10/22
Santos, Tony	Adult Ed Sub. Teacher	PT	\$25/hr	NON BOE	Adult Ed 22-23	11/10/22
Thompson, Philip	Adult Ed Certified Sub	PT	\$33/hr	NON BOE	Adult Ed 22-23	12/15/22
Warren, Samantha	Net. Specialist (10 to 12 month)	FT	\$19/hr	UPSEU 69	Priority 22-23	12/01/22
Wojtunik, Katilynn	Regan 21 st Century Teacher				21 st Century	Immediately

c. Miscellaneous appointments:

<u>Name</u>	<u>School</u>	<u>Program</u>
Colon, Lena	Maloney	After School Program - Para/Assistant
DeFrancesco, Nora	WCA	Master-Based Credit Committee teacher
Dimech, Jennifer	WAMS	Master-Based Learning Panel
Bosman, Ana	WAMS	WCA Application Committee
Coty, Heidi	Reed	WCA Application Committee
Diorio, Jill	Duggan	WCA Application Committee
Gwiazdoski, Helena	WAMS	WCA Application Committee
Jimenez, Tania	International	WCA Application Committee
Matthews, Heather	State Street	WCA Application Committee
Miranda, Stephanie	District	WCA Application Committee
Ogilvy, Lynn	Carrington	WCA Application Committee
Parker, Marlene	Carrington	WCA Application Committee
Zupperoli, Robert	Wallace	WCA Application Committee
Valletta, Marnie	WHS	WHS Bridge Coordinator

d. Voluntary Clean Opening Transfers effective 2023-2024 school year:

<u>Name</u>		<u>From: (temporary)</u>	<u>TO: (permanent)</u>
Aldag	Monica	Maloney Pre-K Special Ed	Maloney Pre-K Special Ed
Antonazzo	Carolyn	Sprague Gr 1	Sprague Gr 1
August	Kerry	NEMS ELA Gr 8	NEMS ELA Gr 8
Barbati	Donna	Carrington Special Ed - Essential Skills	Carrington Special Ed - Essential Skills
Barkauskas	Brianna	Crosby Guidance Counselor	Crosby Guidance Counselor
Bell	Teresa	Wilson Special Ed	Wilson Special Ed
Benzinger	Nicole	Washington Gr 3	Washington Gr 3
Braun	Brooklyn	Academic Academy Social Studies MS	Academic Academy Social Studies MS
Buckley	Blake	NEMS Social Studies Gr 6	NEMS Social Studies Gr 6
Buell	Douglas	Crosby FCS - Culinary	Crosby FCS - Culinary
Callahan	Carolyn	Generali Gr 3	Generali Gr 3
Carlson	Ashley	Crosby ELA	Crosby ELA
Cassella	Nicole	Duggan Gr 4 Math/Science	Duggan Gr 4 Math/Science
Catricala	Julia	Kennedy Social Studies	Kennedy Social Studies
Cavilla	Emilia	Wilson Gr 4	Wilson Gr 4
Cieslewski	Elaine	Gilmartin Gr 1	Gilmartin Gr 1
Ciminera	Kimberly	Reed Gr 3	Reed Gr 3
Cleary	Kelly	Bucks Hill Annex Pre-K Co-Taught	Bucks Hill Annex Pre-K Co-Taught
Collins	Brittney	Sprague Gr 2	Sprague Gr 2
Comstock	Brian	Reed Gr 5	Reed Gr 5
Cornish	Danielle	Crosby Guidance Counselor	Crosby Guidance Counselor
Cruz	Griselle	Chase & Hopeville Split Special Ed	Chase & Hopeville Split Special Ed
Czczot	Chrystle	NEMS Science Gr 6	NEMS Science Gr 6
DeJesus	Jennifer	Rotella Gr 3	Rotella Gr 3
DeSena	Deanna	Bunker Hill Gr K	Bunker Hill Gr K
Diaz	Natalie	Districtwide Psychologist	Districtwide Psychologist
DiLorenzo	Rachel	Generali Special Ed – ABA Autism	Generali Special Ed – ABA Autism
Dinielli	Elizabeth	Wendell Music	Wendell Music
DiPietro	Aline	WSMS PE/Health	WSMS PE/Health
Dover	Ena	WSMS Science Gr 7	WSMS Science Gr 7
Dubois	Zachary	Kennedy Social Studies	Kennedy Social Studies
Edwards	Cara	Driggs Gr 4	Driggs Gr 4
Eire	John Carlos	WAMS ELA Gr 7	WAMS ELA Gr 7
Ellington	Erin	Gilmartin Literacy	Gilmartin Literacy

		Facilitator Elem.	Facilitator Elem.
Espinal	Yesenia	International Dual Language Special Ed	International Dual Language Special Ed
Ferreria	Justine	Wilby Special Ed - CBT	Wilby Special Ed - CBT
Fields	Christina	WSMS Social Studies Gr 8	WSMS Social Studies Gr 8
Fulton	Mark	WAMS Guidance Counselor	WAMS Guidance Counselor
Gawlak	Peter	WSMS PE/Health	WSMS PE/Health
Gerol	Faithe	WAMS Social Studies MS	WAMS Social Studies MS
Gluz	Debra	Academic Academy Math MS	Academic Academy Math MS
Greene	Lucia	International Dual Language School Counselor	International Dual Language School Counselor
Grendzinski	Katie	Maloney Special Ed	Maloney Special Ed
Gromko	Jill	Bunker Hill Special Ed	Bunker Hill Special Ed
Guerin	Sarah	Reed Gr 4	Reed Gr 4
Guerrera	Juliana	Carrington Gr 2	Carrington Gr 2
Guichardo	Betty	Districtwide Social Worker	Districtwide Social Worker
Harris	Marquis	Wilby ELA	Wilby ELA
Hartsoe	Kelsey	Kennedy ELA	Kennedy ELA
Hitchcock	Amanda	Crosby Guidance Counselor	Crosby Guidance Counselor
Hollowell	Caitlin	Tinker Gr 4	Tinker Gr 4
Howard	Annalee	WSMS Social Studies Gr 7	WSMS Social Studies Gr 7
Howe-Green	Ingrid	WAMS Dance	WAMS Dance
Hubeny	Carolyn	State Street Special Ed MS	State Street Special Ed MS
Isaku	Ermira	Wallace ESL	Wallace ESL
Jamele	Marissa	Walsh Gr 1	Walsh Gr 1
Jester	Kristen	Districtwide Social Worker	Districtwide Social Worker
Kershaw	Tania	International Dual Language Gr 2 Spanish	International Dual Language Gr 2 Spanish
Klesyk	Mary	Bucks Hill Gr 5	Bucks Hill Gr 5
Laemmerhirt	Jillian	Washington Special Ed	Washington Special Ed
LeBlanc	Danielle	WAMS Art Visual	WAMS Art Visual
Lorenzini	John	Wallace PE/Health	Wallace PE/Health
Magliaro	Alicia	WAMS Theater Gr 6-12	WAMS Theater Gr 6-12
Malkin	Jenna	International Dual Language Gr 2 English	International Dual Language Gr 2 English
Malota	Karen	WAMS Guidance Counselor	WAMS Guidance Counselor
Mancini	Sandy	Districtwide Social Worker	Districtwide Social Worker
McCarthy	Monica	Bunker Hill Gr 3	Bunker Hill Gr 3
McNellis	Christopher	NEMS Music	NEMS Music
Meyer	Paula	WSMS SEL Counselor	WSMS SEL Counselor
Monks	Kimberly	Reed Special Ed Elem. Gr K-3	Reed Special Ed Elem. Gr K-3
Morales	Barbara	Bunker Hill Gr 5	Bunker Hill Gr 5
Mulla	Julita	Sprague Gr 4	Sprague Gr 4
Nadolny	Karen	Generali Gr K	Generali Gr K
Nagle	Sandra	WAMS ELA Gr 7	WAMS ELA Gr 7
Neal	Gregory	Districtwide Social Worker	Districtwide Social Worker
Negron	Nicole	Wallace Math MS Gr 8	Wallace Math MS Gr 8
Nugai	Christopher	Wilby Social Studies	Wilby Social Studies
Orozco	Ryan	Wilby SROTC	Wilby SROTC
Ostrander	Charles	WAMS Tech Ed - Info Tech, Drone, & Robotics	WAMS Tech Ed - Info Tech, Drone, & Robotics
Pagnini	Roxana	Kennedy Business	Kennedy Business
Pastore-Quezada	Paula	Driggs Gr 1	Driggs Gr 1
Peralta	Jacqueline	Sprague Gr 3	Sprague Gr 3
Perez	Eric	Washington & Regan Split PE/Health	Washington & Regan Split PE/Health
Perkins	Christopher	Kennedy Computer Education	Kennedy Computer Education
Piggott	Taylor	Wendell Guidance Counselor	Wendell Guidance Counselor
Power	Stephanie	Wallace ESL	Wallace ESL

Proulx	Sarah	State Street Literacy Facilitator Elem.	State Street Literacy Facilitator Elem.
Ramnath	Vikaash	Districtwide SLP	Districtwide SLP
Riddick	DeAndre	Wilby ELA	Wilby ELA
Rolon	Margarita	WSMS Guidance Counselor	WSMS Guidance Counselor
Roth	Ellen	Wilby Special Ed	Wilby Special Ed
Sabino Urena	Erica	International Dual Language Pre-K English	International Dual Language Pre-K English
Salverino	Yesika	Crosby World Language - Spanish	Crosby World Language - Spanish
Sanchez	Maria	Kennedy Guidance Counselor	Kennedy Guidance Counselor
Sazo	Gustavo	Wilby Math	Wilby Math
Schwartz	Fatima	Districtwide Social Worker	Districtwide Social Worker
Senan	Naseem	Regan Gr 5	Regan Gr 5
Sgambati	Sheyenne	Sprague School Counselor	Sprague School Counselor
Sincuir	Sylvia	Wilby ELA	Wilby ELA
Smith	Leah	Wallace Math Gr 8	Wallace Math Gr 8
Smith	Meriah	Carrington Gr 4	Carrington Gr 4
Snyder	Raymond	Wallace Science Gr 8	Wallace Science Gr 8
Soeprasetyo	Preston	Wilby Business – Teaching Ed Rising	Wilby Business – Teaching Ed Rising
Sterling	Loraine	Crosby ELA	Crosby ELA
Stevenson	Melissa	Hopeville Gr K	Hopeville Gr K
Stolfi	Christine	Kennedy Special Ed - STEP 2 NVCC Program	Kennedy Special Ed - STEP 2 NVCC Program
Taft	Nancy	Wilby Social Studies	Wilby Social Studies
Tonner	Gina	Bunker Hill Gr 3	Bunker Hill Gr 3
Torres-Dozier	Bianca	Districtwide Social Worker	Districtwide Social Worker
Tucker	Alexis	International Dual Language Gr 1 English	International Dual Language Gr 1 English
Tuttle	Heidi	Wilby ELA	Wilby ELA
Velez	Crystal	Crosby Science - Chemistry	Crosby Science - Chemistry
Veneziano	Ellen	Crosby Math	Crosby Math
Vidal	Nelly	International Dual Language School Biliteracy Coach	International Dual Language School Biliteracy Coach
Walsh	Conor	Wilson Special Ed - BDLC	Wilson Special Ed - BDLC
Williams	Richard	Wallace Math Gr 6	Wallace Math Gr 6
Zaghloul	Samar	Bucks Hill Gr 1	Bucks Hill Gr 1
Zaino	Anthony	NEMS ELA Gr 7	NEMS ELA Gr 7
Zappone	Evette	Wilby Special Ed	Wilby Special Ed
Zold	Kristine	Sprague Special Ed	Sprague Special Ed
<u>Name</u>		<u>From:</u>	<u>To:</u>
Albanese	Thomas	Washington Gr 4	Washington Gr 2
Bouteiller	Jessica	Wilson Gr 4	Rotella Gr 5
Carpenter	Ryan	NEMS ELA Gr 8	Wendell ELA MS Gr 6-8
Cassidy	Haley	Rotella Gr 4	Rotella Special Ed
Cavanaugh	Ellon	State Street Art	Crosby Art
Cruess	Steven	Bunker Hill Gr 5	WSMS Science Gr 6
DeMatteis	Jennifer	Bunker Hill Literacy Facilitator	Washington/International Split Literacy Facilitator
DeSantis	Paula	KHS FCS - Home Economics	WCA Human Services
Deveau	Heather	KHS Tech Ed – Video Prod.	KHS Tech Ed - Construction
Fitzgerald	Molly	Kingsbury Gr 4	Rotella Gr 4
Machado	Mary	Generali Gr 1	Rotella Gr K
Mecca	Kaylie	Sprague Gr 4	Maloney Gr 1
Mirto	Selma	Wilson Gr 1	Tinker Gr K
O'Donnell	Patricia	Chase Literacy Title I	Sprague Literacy Facilitator
Palmer	Christina	Carrington Gr 1	Carrington Gr 5
Raidhi	Ariola	Walsh Gr 1	Walsh Literacy Title I
Rivera	Michael	Carrington Art	WAMS Art-Visual
Scarborough	Tracy	Regan Gr 5	Carrington Gr 1

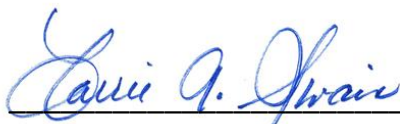
St. Germain	Lauren	Kingsbury Gr 3	Driggs Literacy Facilitator
Stasaitis	Heather	Sprague Gr K	Rotella Gr K
Tramontanis	Brittany	Tinker Gr 3	Tinker Gr 5
Vaccaro	Blair	Crosby ELA	WCA ELA
Zinno	Amanda	Wilson Gr 1	Tinker Gr K

e. Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
DeRario, Erin	Tinker Grade 5	12/22/22
Guerin, Sarah	Reed Grade 4	01/20/23
Mason, Kayla	Hopeville Grade 1	12/23/22
Procyk, Pamela	Regan School Counselor	12/21/22 (change)

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

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education



Juan Mendoza
Assistant Superintendent/Director of Human Capital
(203) 574-8109
jmendoza@waterbury.k12.ct.us

#1

Date: 11-22-22

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

And

**Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702**

Re: **Approval Request of Contract** for Student Affiliation Agreement between the City of Waterbury and Southern Connecticut State University

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 between the City of Waterbury and Southern Connecticut State University to:

- Provide field experience and student teaching placements for undergraduate and graduate SCSU students
- Host Graduate classes in designated schools within the district for WPS employees as a cohort

The term of this Agreement shall commence on January 1, 2023 and terminate on July 1, 2027 or the last scheduled school date whichever occurs first unless terminated earlier in accordance with the terms provided herein.

The City shall host Student Teachers enrolled in the University's graduate and undergraduate School of Education and Professional Studies program.. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a stipend directly to the Cooperating Teacher in the amount of Two Hundred, Fifty Dollar (\$250.00) for Practicum mentorship for each session of the program.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor will visit or confer virtually/remotely with each hosting school twice per semester and as requested by the City. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check.

Accordingly, attached for your review and consideration is the proposed contract. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Juan Mendoza
Assistant Superintendent & Director of Human Capital/Talent Management

Attachment cc: Attorney Allison J. Rzewuski & Attorney Kara Summa; File: CRT22-348

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

This Agreement ("Agreement") is made by and between the City of Waterbury, Waterbury Public Schools with office(s) at 236 Grand St. Waterbury, CT 06702 (hereinafter the "WPS," the "City," or "Contractor"), and Southern Connecticut State University, a constituent unit of the Connecticut State Colleges and Universities, located at 501 Crescent Street, New Haven, CT 06515 (hereinafter "SCSU" or "University"). WPS and SCSU may be referred to herein each individually as a "Party" and collectively as the "Parties."

1. Term: The term of this Agreement shall be effective upon execution by both Parties through July 1st 2027.
2. Purpose: This Agreement formalizes the commitment of the Contractor and the University, to work together to provide field and clinical placements, and offer graduate classes to district employees. In fulfilling this Agreement, the Contractor and the University share the goal of:
 - a. Providing opportunities for SCSU students to have field and clinical placement experiences ("Placements") for undergraduate, post baccalaureate and graduate students ("Students").
 - b. Collaborating as partners in the preparation of pre-service and in-service teachers and school professionals by strengthening the collaboration in the field placement, clinical experiences, internships and practicum of SCSU students to result in mutually beneficial results for both institutions; and
 - c. To offer Graduate classes to district employees (the "WPS Professionals") as a cohort.
3. Payment: There shall be no exchange of funds in this Agreement, except as provided in Section 6.1. The Parties further agree and understand the Students are not employees of the City of Waterbury, but rather that the Students are participating in a Placement with Waterbury Public Schools for the purpose of obtaining experience in furtherance of their education. The Parties therefore agree that the Students shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.
4. Contact Information:

University Primary Contact:

Stephen J. Hegedus, Ph.D.
Dean, College of Education
501 Crescent St.
New Haven, CT 06457
203-392-5900
Hegeduss1@southernct.edu

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

District Primary Contact:

Mr. Juan Mendoza

Assistant Superintendent/Director of Human Capital & Talent Management

236 Grand St.

Waterbury, CT 06702

203-574-8000

jmendoza@waterbury.k12.ct.us

5. Responsibilities of Waterbury Public Schools: When mutually agreed upon from year to year, the Contractor shall:
 - 5.1. Provide opportunities for pairing of mentor teachers with Placement candidates to complete academic requirements as agreed upon each semester.
 - 5.2. WPS may, in its exclusive discretion, require that each Student execute a waiver of liability in the form attached hereto as Schedule A. WPS may condition participation in a Placement on its receipt of such waiver of liability.
 - 5.3. Provide regular class meeting space for remote learning courses offered to SCSU students as agreed upon each year.
 - 5.4. Provide meeting space for clinics or labs for SCSU students as agreed each year.
 - 5.5. Host graduate classes within the district for WPS Professionals. These classes may include employees from surrounding districts only if needed to meet enrollments and as space allows. Such classes operate in accordance with:
 - 5.5.1. Access to designated district school/building facilities, equipment, and support staff (internet, projector/screen for class lectures, on-site custodian, security) for the duration of the cohort, approximately five (5) to seven (7) semesters at no or maximum cost of five hundred dollars (\$500.00) to SCSU. Cohort classes will ordinarily meet from 4 PM-9:30 PM, or similar times, on days to be determined by Contractor and SCSU to meet scheduling requirements. Several courses are hybrid and will meet online for at least half of the time.
 - 5.5.2. With the exception of weather-related cancellations (determined by WPS), classes meet according to the CT State University academic calendar.
 - 5.6. Members of the WPS will be part of the advisory board for SCSU teacher preparation programs to provide feedback about SCSU's programs, field work experiences, candidates' skills and readiness. They will also collaborate to create a mutually beneficial process that helps with the selection of cooperating teachers and student teaching supervisors to match the needs of the candidates.

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

- 5.7. WPS representation in committees to evaluate and update tools and rubrics or to create new assessments in a collaborative fashion.
 - 5.8. Contractor agrees to a periodic site visit by a NECHE site evaluator in accordance with their Policy on the Review of Off-campus Programming if 50% or more of the program is delivered in the district (once every 5 years at most).
 - 5.9. Engage in research and development through the College of Education's Centers of Excellence where appropriate and mutually beneficial.
6. Responsibilities of Southern Connecticut State University: The University shall:
- 6.1. Provide a request for Placements prior to the start of each term. Cooperating teachers will be paid a stipend for hosting student teachers each semester at a minimum of \$250.00 per semester.
 - 6.2. Coordinate a twice a year meeting between WPS and University faculty and staff for the purpose of planning field, clinical, student teaching experiences, course and clinic meeting opportunities.
 - 6.3. Coordinate on a yearly basis a committee (leaders of the parties) meeting to decide on the scope of the Placements that will take place at the district level using the forecasting of SCSU needs, the capacity of the schools and their hiring needs and to discuss any projects and new initiatives.
 - 6.4. Assist with promotion of career and professional development opportunities offered by WPS.
 - 6.5. Support candidates that WPS wants to hire as teacher under a DSAP permit, provided that these candidates meet the criteria and policies set by the College of Education at SCSU.
 - 6.6. The University shall advise its Students of their responsibilities regarding participation in the on-site education process, including professional conduct and following rules and standards set by WPS and the University. Upon WPS's request, the University shall withdraw from a Placement any Student who fails to comply with applicable WPS rules and regulations.
 - 6.7. The University shall withdraw a Student from a Placement with WPS, due to health, performance, or other reasons, upon the request of WPS if WPS determines that such Student's continued participation in a Placement is detrimental to the Student and/or any employee of WPS.

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

7. Criminal Background Check and DCF Registry Check:

7.1. The University shall ensure, and represents to WPS, that each and every Student or any person affiliated with a Placement who will 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 University shall further ensure, and represents to WPS that any Student 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 University shall not permit any Student with a disqualifying criminal history to have direct contact with a student.

7.2. The University shall advise each proposed Student that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

7.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to WPS in writing that the proposed Students have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Placement with WPS. Should the results of any criminal history or DCF registry check for a Student be determined by WPS to be unsatisfactory, WPS may terminate the Student's opportunity in the Placement and refuse to host such Student and WPS will accordingly notify the University of such termination.

7.4. If any changes in the law or regulations with respect to the provisions of this Section 7.4. regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

7.5. **The University shall notify the Students that such Students are responsible for compliance with all Student responsibilities, including but not limited to the following:**

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

- 7.5.1. Each Student shall execute a waiver of liability in the form attached hereto as Schedule A. WPS may condition participation in the Placement on its receipt of such waiver of liability.
 - 7.5.2. In addition to the execution of any forms or waivers attached to this Agreement, each Student shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. WPS may condition participation in the Placement on its receipt of such documents.
 - 7.5.3. Each Student shall comply with all Federal, State, local laws and regulations, the City Charter, and City Ordinances, including all such provisions relating to confidentiality and student privacy of records and data as detailed further in section 7.6. of this Agreement.
- 7.6. The University shall notify its employees and each Student shall comply with all applicable Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with WPS or any of its students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University supervisor and/or faculty advisor affiliated with a Placement.**
- 7.6.1. **Student Education Records.** The Parties acknowledge that in the course of a Placement and hosting the Students pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Students shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with a Placement only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its Students on their obligations to comply with FERPA.
8. Residency Educator Certificate (REC) Program: WPS will recruit candidates to the Residency Program in Special Education. Candidates can be existing non certificated personnel from WPS, or new hires for WPS in the capacity of para educators, assistant teachers, or other capacity (not a teacher of record).
- 8.1. The number of candidates shall be no more than 10 each cohort.

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

- 8.2. SCSU will ensure that the candidates complete their coursework as a cohort alongside similar candidates from different districts, giving them an opportunity to form meaningful relationships with other participants and their professors.
- 8.3. Candidates will work a first year as Para or teacher assistant, and then for the next 2 years they will be hired as teacher of record while working under REC.
- 8.4. Candidates will complete their edTPA in Year 3, and complete all the required licensure exams.
- 8.5. WPS will assign a mentor to closely coach this group of candidates.
- 8.6. SCSU will assign a university supervisor who will coach those candidates in Year 2 and Year 3 in the district.
- 8.7. The University supervisor and the district coach will work collaboratively with candidates in setting goals and coaching them.
9. Notices: The following contacts are to be used for any legal notices related to this Agreement:

To Southern Connecticut State University:

Stephen J. Hegedus, Ph.D.
Dean, College of Education
501 Crescent St.
New Haven, CT 06457
203-392-5900
Hegeduss1@southernct.edu

With a copy to:

CSCU Legal Affairs
61 Woodland Street
Hartford, CT 06105
Email: CSCU-Legal@ct.edu

To Waterbury Public Schools:

City of Waterbury
c/o Department of Education/Human Capital
236 Grand St.
Waterbury, CT 06702
203-574-8000

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

With a copy to:

Office of Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 06702

Any notices required under this Agreement shall be in writing and shall be deemed given when received if delivered by certified mail (postage prepaid and return receipt requested), or by nationally-recognized overnight courier, to the addresses set forth in this Agreement. Each Party shall comply with all applicable federal and state laws which pertain to its operations and obligations under this Agreement.

10. Indemnification: Contractor shall indemnify, defend and hold harmless SCSU and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of Contractor; and (2) liabilities, judgments, damages, losses, costs and expenses, including but not limited to professionals' fees, arising, directly or indirectly, in connection with claims, Acts or this Agreement. Contractor shall not be responsible for indemnifying or holding SCSU harmless from any liability arising due to the negligence of SCSU or any third party acting under the direct control or supervision of SCSU. This Section 10 shall survive the termination of this Agreement and shall not be limited by reason of any insurance coverage.
11. Insurance: Contractor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. Contractor shall name SCSU as an additional insured on the policy and shall provide a copy of the policy to the University prior to the effective date of the Agreement.
 - 11.1. The University shall advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in a Placement. The Student shall provide such Student's health insurance information to the City for review.
 - 11.2. Students participating in Placements are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious.

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

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

11.3.1. General Liability Insurance:

\$1,000,000.00 each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

11.3.2. Auto Liability Insurance:

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

11.3.3. Worker's Compensation: Statutory Limits within the State of Connecticut

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

11.3.4. Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 Aggregate

11.3.5. Abuse & Molestation Liability Insurance:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

12. Forum and Choice of Law: The Parties deem the Agreement to have been made in the State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflict of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State of Connecticut, the University, or the City, nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut or the City of Waterbury.

13. Sovereign Immunity: Contractor and SCSU acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by SCSU, the State of Connecticut, or the City of Waterbury of any rights or defenses of any immunities

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

provided by Federal law or the laws of the State of Connecticut to the State, the City of Waterbury, or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

14. Disputes and/or Claims Against the State: Contractor and SCSU agree to enter into negotiation to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. In the event negotiation is unsuccessful, Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State), and Contractor further agrees not to initiate legal proceedings in any state and federal court in addition to, or in lieu of, said Chapter 53 proceedings.
15. Non-Discrimination: The Parties agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. The Parties agree to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
16. Termination: Notwithstanding any provisions in this Agreement, either Party, through a duly authorized employee, may terminate the Agreement whenever that Party makes a written determination that such termination is in the best interests of the terminating Party or the State of Connecticut if by the University. The terminating Party shall notify the other Party in writing, in accordance with Section 9, of termination pursuant to this Section 16, which notice shall specify the effective date of termination and the extent to which the other Party must complete its performance under the Agreement prior to such date.
17. Publicity and Marketing: Each Party may include the other Party's name, logo(s), service mark(s) or trademark(s) on its website(s) or other materials with written prior approval of the other Party. Each Party agrees that such use of name, logo(s), service mark(s) or trademark(s) must be in accordance with the terms of this Agreement, applicable law, and any usage guidelines as may be provided by each Party.
18. Professional Standards: In rendering services under this Agreement, the Parties shall conform to high professional standards of work and business ethic. The Parties warrant that the services shall be performed:
 - 18.1. In a professional and business-oriented manner; and
 - 18.2. In accordance with generally and currently accepted principles and practices.

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

During the term of this Agreement, the Parties agree to provide other Party in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the other Party, such services as the Parties request, as provided in the Agreement.

19. Confidential Information: Means non-public and secure information that a Party discloses to the other Party. The Parties agree to hold in confidence all information, data, or materials provided by the other Party during the term of this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary in nature ("Confidential Information"). Confidential Information shall not include any information that a Party can demonstrate (i) was known to that Party prior to receiving from, observing, or accessing the other Party; (ii) is or becomes publicly available, through no fault or breach of a Party; (iii) a Party regularly discloses to third parties without restriction on disclosure; (iv) a Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (v) independently developed by a Party without use of or reference to any Confidential Information of the other Party; or (vi) the Party received written consent to disclose the information.
20. Protection of Confidential Information: The Parties agree that they shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed by the other Party to any person other than authorized employees, and those employees or agents of the Party whose use of or access to the Confidential Information is necessary in connection with the services being performed by such Party for or on behalf of the other Party. The Parties further agree that they shall not use Confidential Information for any purpose other than in the performance of the services being conducted for or on behalf of the other Party. The Parties shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of the Party having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
21. Student Data: In the course of performing work for or on behalf of SCSU, Contractor may have access to data associated with prospective and/or enrolled SCSU students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered Confidential Information and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

The Parties shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

data received from, or on behalf of the other Party. These measures shall be extended by contract between Parties and all subcontractors used by a Party who may encounter the other Party's data. In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, each Party will promptly inform the other Party of such request in writing. The Parties shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the other Party. The Parties shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by the Parties in response to such requests shall be provided to the other Party. It shall be each Party's sole responsibility to respond to requests for data or information received by the other Party regarding their data or information. Should a Party receive a court order or lawfully issued subpoena seeking the release of such data or information, such Party shall provide immediate notification to other Party of its receipt of such court order or lawfully issued subpoena and shall promptly provide notice to the other Party in accordance with Section 9, and particularly for the University, CSCU Legal Affairs, 61 Woodland Street, Hartford CT 06105, and via email: CSCU-Legal@ct.edu, with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

22. Breach of Confidentiality: The Parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in the termination of this Agreement and/or the cancellation of the breaching Party's ability to provide services for or on behalf of the non-breaching Party. For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable. In the event that a security breach occurs, the Parties agree to the following:

22.1. The Parties shall immediately notify the other Party in the event a Party has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and such Party shall immediately take such measures as are reasonably necessary, or requested by the other Party, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").

22.2. To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of a Party or its subcontractors or employees, or from such Party's failure to comply with the terms of this Agreement, such Party shall: (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) Contractor shall indemnify and hold harmless SCSU and the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs,

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.

22.3. To the extent the Unauthorized Access was not related to the negligent act or omission of a Party or its subcontractors and employees, or to such Party's failure to comply with the terms of this Agreement, the other Party may, in its sole discretion, by amendment to this Agreement, compensate such Party for the Mitigation Measures.

22.4. For the purpose of notification to SCSU of an actual or potential security breach, the following individuals, or their successors, should be contacted in writing and by phone:

Mr. Edward May, Information Technology
203-392-7776

23. Return/Destruction of Data: Upon expiration or termination of this Agreement, the Parties shall return and/or destroy all data or information received from the other Party in a manner as may be determined between the Parties in accordance with agreed upon standards and procedures. Neither Party shall retain copies of any data or information received from the other Party once a Party has directed the other Party as to how such information shall be returned and/or destroyed. Furthermore, the Parties shall ensure that they dispose of any and all data or information received from the other Party in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If a Party destroys the information, such Party shall provide the other Party with written confirmation of the method and date of destruction of the data.

24. City Required Language:

24.1. City of Waterbury's Ethics Code Ordinance. The Signatories to this Agreement hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

24.2.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

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.

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

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

24.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this Agreement 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.

25. Assignment: This Agreement or any right or duty, in whole or in part, of Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.
26. Severability: If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.
27. Amendment: The Parties may amend this Agreement only by a written Amendment signed by both Parties.
28. Counterparts: This Agreement may be executed in multiple counterparts, each one of which when so executed, shall in a digital scan or image constitute a valid and binding original.
29. Miscellaneous: Nothing in this Agreement shall be deemed to create a partnership, employer-employee relationship, or joint venture between the Parties. This Agreement is solely for the benefit of the University and Contractor, and no other person or entity shall be deemed a third party beneficiary of any term hereof. The provisions of Sections 10, 11, 12, 13, 14, 15, 20, 21, 22, and 23 shall survive the expiration or termination of this Agreement.

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

30. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof; whether oral or written.

[Signature Page Follows]

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date below, as written, but effective as of the date of final signature.

Southern Connecticut State University

By: _____

Name: Dr. Robert S. Prezant

Title: Provost and Vice President for Academic Affairs

Date:

Witnessed:

By: _____

Name: Dr. Stephen J. Hegedus

Title: Dean, College of Education

Date:

City of Waterbury

By: _____

Name: Neil M. O'Leary

Title: Mayor

Date:

Witnessed:

By: _____

Name:

Title:

Date:

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

**SCHEDULE A
WAIVER OF LIABILITY,
INDEMNITY AGREEMENT AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a Placement that includes observation and, when appropriate, participation in some of the various functions of the Education Department, and in further consideration of the Education Department allowing me to participate in said Placement, I, _____, the Undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Placement with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Placement or any associated activity.

I further agree to indemnify and hold harmless the City of Waterbury and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees which may directly or indirectly result from or occur as a consequence of said Placement or any associated activity.

I further agree and understand that I am neither an employee of the City of Waterbury nor of Southern Connecticut State University, but rather that I am a Student at Southern Connecticut State University participating in a Placement in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

[Signature page follows]

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this _____ day of _____, 20__

Signature

Date

Print Name

State of Connecticut:

: ss: Waterbury _____, _____, 20__

County of _____

On this _____ day of _____, 20_____, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court

Notary Public

My Commission Expires: _____

**Agreement
by and between
Waterbury Public Schools and
Southern Connecticut State University**

**SCHEDULE B
AUTHORIZATION FOR RELEASE OF RESULTS OF STUDENT CRIMINAL
HISTORY RECORDS CHECKS**

The undersigned, _____, a student at Southern Connecticut State University, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the Dean of Southern Connecticut State University, or his/her designee, and to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

Student Signature

Printed Name of Student

Dated: _____



Memorandum

To: Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: December 19, 2022

Re: Board of Aldermen Approval Request for Contract / NVCC CCP MOU Executive Summary –
Naugatuck Valley Community College

The Academic Office/Education Department respectfully requests your approval for the above-referenced vendor to establish a MOU between the City of Waterbury and Naugatuck Valley Community College.

This MOU was initiated after approval as a sole source. This College and Career Pathways program enables high school students to earn college credit in various Manufacturing courses offered by NVCC.

The MOU is for a 5-year term on the date signed by the Mayor.

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any question you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Kara Summa*
CRT22-272

**College and Career Pathways (CCP) Memorandum of Understanding
between Naugatuck Valley Community College (NVCC) and Waterbury Career
Academy (WCA)**

Program Objectives

- Facilitate a seamless transition from the high school to the college classroom.
- Promote collaboration between high school teachers and college faculty and foster alignment of secondary and postsecondary curriculum.
- Reduce length of time for students to achieve their academic/career goals.
- Lower college costs for students and families by promoting a head start in college education.

Purpose

The purpose of this agreement is to provide a procedure whereby a Waterbury Career Academy (“WCA” or the “High School”) student accepted into the College Career Pathways (CCP) Program, cooperatively administrated by Naugatuck Valley Community College and the High School, may receive college credit for secondary school course work toward an Associate of Science degree or Certificate degree in a career/technical program of study.

ARTICULATED COURSES

A two-course sequence is required to meet Perkins CCP guidelines.

NVCC College Course	Description	Cred	High School Course Designation
MFG H115 – Safety in the Workplace	An introduction to safety and health issues encountered in a manufacturing environment. This course will introduce the student to the concepts of personal and workplace safety requirements of manufacturers and of governmental oversight agencies.	1	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary
MFG H120 - Metrology	An introduction to the techniques of measurement in manufacturing, with a focus on the importance of delivering measurements reliably and accurately on a daily basis under a range of different conditions.	3	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary

CONCURRENT ENROLLMENT AGREEMENT

for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy



MFG H153 - Manufacturing Machinery: Benchwork	A basic course in the fundamentals, principles, practices and tools used in semi-precision and precision layout and in the various methods, and procedures for common machine shop bench work. Topics include measurement systems, layout principles, hand tools, and power tools.	2	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary
--	--	---	---

Course requirements/stipulations for approval:

- All teachers for this and all concurrent enrollment courses must be approved by NVCC prior to course start date.
- Approved instructors are encouraged to attend one professional development activity per semester recommended by NVCC; the HS can also suggest webinars, conferences, and speakers that may be funded through Perkins.
- The High School must maintain alignment with the curriculum of the college.
- Both parties (Naugatuck Valley Community College and the High School) agree that the outcomes met through the high school course(s) are identical to those taught in the NVCC college courses listed above.
- Only the courses that have been cooperatively developed and have been approved by the NVCC's corresponding academic departments are eligible for college credit.

RESPONSIBILITIES

1. Naugatuck Valley Community College agrees to
 - a. Enroll each grade 11 student who has applied to, and been accepted into, the CCP program into the following courses:
 - MFG H115 – Safety in the Workplace (1 credit).
 - MFG H120 – Metrology (3 credits).
 - MFG H153 – Manufacturing Machinery: Benchwork (2 credits).
 - b. Provide a syllabus for each course.
 - c. Designate a full-time NVCC Advanced Manufacturing Technology Center (AMTC) instructor to regularly meet with the course instructor, review course assessments, provide guidance, and ensure content aligns with AMTC Certificate curriculum.
 - d. Review samples of graded assessments to ensure academic integrity.
2. Waterbury Career Academy agrees to the following:
 - a. Provide a roster of students enrolled in the course with the required identifying information.
 - b. Provide a qualified instructor to teach Advanced Manufacturing 1 that meets the NVCC's required credentials.
 - c. The WCA instructor will meet regularly with NVCC's designated AMTC instructor. All said meetings will be during the WCA instructor's normal workday and will comply with all contractual requirements under the applicable collective bargaining agreement with the Waterbury Teacher's Association ("WTA").

CONCURRENT ENROLLMENT AGREEMENT

**for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy**



- d. Maintain college level instruction. To this end, the WCA instructor will:
 - ii. Utilize a course textbook approved by NVCC's AMTC.
 - iii. Follow the provided syllabi.
 - iv. Use projects created and/or approved by the NVCC AMTC and submit samples of graded projects for review by the designated NVCC math professor.
 - v. For clarification purposes, this has no impact whatsoever on WCA instructors'/teachers' evaluations.

3. Mutual Responsibilities and Understandings.

- a. The Parties agree and understand that certain portions of this Agreement may trigger an obligation to bargain with the Union under the applicable collective bargaining agreement ("CBA").
- b. All instruction is to be provided during the normal school day in the WCA manufacturing shop.
- c. Professional Development ("PD") would be recommended but not required for the WCA instructor/teacher to teach these courses effectively.
- d. All high school instructors/teachers' obligations should take place during their normal contracted workday under the CBA. Any time outside the contracted workday for PD would be compensated for and/or would be part of district PD days.

Procedures

1. Students shall apply for the High School Concurrent Enrollment Program by completing the NVCC CCP application online here [CCP Online Application](#) . College credit for secondary school course work as part of the program shall be granted only for the specific courses that have been aligned, and no other courses can be substituted.
2. Juniors and seniors in NVCC's service area eligible to become a NVCC CCP student and to receive NVCC CCP credits. Below are the procedures of the program:
 - a. Students must appear on a course roster for a concurrent enrollment course.
 - b. The course roster will be verified at the end of each semester.
 - c. The high school teacher for the articulated course must submit a grade for the student to the college by **June 30** of the academic year the student completes the course; HS number grades should be converted to NVCC letter grades and submitted to Tim Magee: tmagee@nv.edu
 - d. If a student believes that there has been an error or omission in their NVCC CCP grade record, they must notify the college Registrar no later than the **September 1** after their graduation date to apply for corrections: icalabrese@nv.edu
 - e. If a student applies for corrections within this time, the college will consider changes and/or additions to the student's record.
 - f. To do so, the student must present a high school transcript documenting the student's achievement in the articulated course.
 - g. Additionally, a letter from the NVCC's CCP Coordinator or guidance counselor at the high school verifying the student's status as a NVCC CCP student is needed.

CONCURRENT ENROLLMENT AGREEMENT

for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy



upon submission of a completed college admissions application accompanied by official high school diploma or equivalency or college transcripts or diploma, payment of the application fee and proof of immunization. Courses are generally open to anyone with an interest in a subject area. Some programs of study have additional admissions requirements. Inquiries concerning the application of each of the aforementioned statutes and their implementing regulations to the College may be referred to the applicable College Coordinators: Leah Glende, Director of Diversity & Inclusion/Section 504/Title II/ADA/Age Act Coordinator, CSCU System Office, glendel@ct.edu; 860-723-0727; Angelo Simoni, CSCU Title IX Coordinator – CSU System Office, 860-723-0165; Sarah Gager, Dean of Student Services/Deputy Title IX Coordinator, Section 504/Title II/ADA/Age Act Coordinator (Students), Naugatuck Valley Community College, Room K509a, 750 Chase Parkway, Waterbury, CT, 203-575-8086 or to the U.S. Department of Education, Office for Civil Rights, at (617) 289-0111 or 5 Post Office Square, 8th Floor, Boston, MA 02109-3921 (Rev 9/28/20).

Student Data Privacy & FERPA

Criminal Background Check and DCF Registry Check. The Recipient shall ensure, and represents to the City, that any employee who will 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 Recipient 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 Recipient shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

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

Recipient acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Recipient and City shall comply with the requirements of said statute and regulations, as amended from time to time and

CONCURRENT ENROLLMENT AGREEMENT

for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy



Recipient agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Recipient has no authority to make disclosures of any information from education records. Recipient shall instruct its employees of their obligations to comply with FERPA.

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

The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Recipient except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Recipient. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Recipient within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Recipient that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

The Recipient will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Recipient of a breach of Student Data, the Recipient shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after

CONCURRENT ENROLLMENT AGREEMENT

**for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy**



such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

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

CITY REQUIRED PROVISIONS:

City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or

regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this MOU hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

Termination for Non-Appropriation or Lack of Funding. The Consultant 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 Consultant 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.

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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the 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 / their schedule set forth in this Contract.

(Signature Page Follows)

CONCURRENT ENROLLMENT AGREEMENT

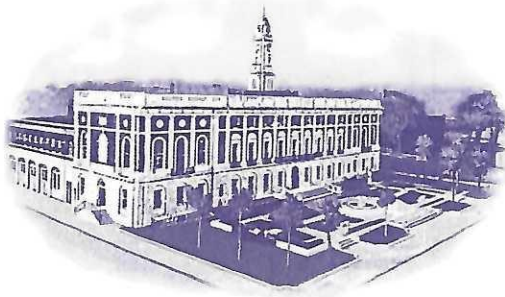
for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy




Naugatuck Valley Community College and **Waterbury Career Academy** hereby express agreement to all the above.

City of Waterbury		Naugatuck Valley Community College	
By:		By:	<i>Lisa Dresdner</i>
Print Name:	Neil M. O'Leary	Print Name:	Lisa Dresdner, PhD
Title:	Mayor, City of Waterbury	Title:	CEO, NVCC
Date:		Date:	11/29/2022
Waterbury Public Schools			
By:		By:	<i>Timothy Magee</i>
Print Name:	Verna Ruffin	Print Name:	Tim Magee
Title:	Superintendent	Title:	Interim Associate Dean of Academic Affairs
Date:		Date:	11/29/2022

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati – Supervisor of Career and Technical Education
From: Kevin McCaffery-Director of Purchasing 
Date: July 1, 2022
Subject: NVCC / WCA CCP Manufacturing MOU

After review of your letter dated June 17, 2022 concerning the above, and also being informed that this service will be done at "no cost," it is my opinion that this is a sole source procurement per § 38.026 **SOLE SOURCE PROCUREMENT (B)(1)**.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ Phone: (203) 573-5029
Fax: (203) 346-3509 ♦ E-Mail: mmerati@waterbury.k12.ct.us ♦ Twitter: @MichaelMerati

Michael Merati
Supervisor of Career and
Technical Education

June 17, 2022

Good Morning Kevin,

This letter is to request that Naugatuck Valley Community College be considered sole source under section 38.026 for the proposed services we are requesting including entering into a MOU to provide college credit manufacturing courses to the students of Waterbury Public Schools. We currently have a partnership with NVCC regarding Manufacturing at WCA, however the program is being revamped which requires a new MOU. Other post-secondary institutions in the area do not offer the courses we are seeking for our students.

NVCC Manufacturing is one of a kind and provides a quality program that will ensure students are college, career and life ready.

With your permission we would like to continue to finalize the MOU with Naugatuck Valley Community College.

Thanks for your time,

Michael Merati

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: State of Connecticut - NVCC

Requesting Department: BOE

Department Contact: Michael Merati mmerati@waterbury.k12.ct.us
Jerry Gay jerry.gay@waterbury.k12.ct.us

Description of work to be performed: MOU NVCC / WCA Mfg
NVCC College credits with manufacturing courses opportunity for WCA students

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 08/09/2022

Insurance Certificate Term: 12/31/2021 – 12/31/2022

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes


Risk Manager or Authorized Designee



STATOFC-04

LVERSELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AssuredPartners New England, Inc.
One Financial Plaza
Hartford, CT 06103

CONTACT NAME: Doreen Lessard, AIS, ACSR, CPIW, DAE

PHONE (A/C, No, Ext): (860) 426-6179

FAX (A/C, No): (860) 426-6179

E-MAIL ADDRESS: Doreen.Lessard@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Safety National Casualty

15105

INSURER B : Westchester Surplus Lines Ins

10172

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

State of Connecticut
Dept of Administrative Services
Ins. & Risk Mgmt. Board, 450 Columbus Blvd.
Hartford, CT 06103

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLE4056101	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			G46851614005	12/31/2021	12/31/2022	AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Liability Insurance is excess of \$4,000,000 self-insured retention (SIR). Worker's Compensation is Self-Insured in Accordance with Statute.

State of Connecticut, Naugatuck Valley Community College Waterbury Career Academy Students Participation in Perkins V College Careers Pathways Program throughout the policy term. City of Waterbury and Waterbury Board of Education are included as Additional Insured on a Primary and Non-Contributory basis, per form SNG1023 where required by written contract, per the terms, conditions and exclusions of the referenced general liability policy, per form #SNG1022. Waiver of Subrogation applies in favor of the Additional Insured as respects the general liability policy per form CG2404.

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury
235 Grand Street
Waterbury, CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Ross

Don Lorusso

From: Michael Merati <mmerati@waterbury.k12.ct.us>
Sent: Tuesday, August 9, 2022 8:30 AM
To: Don Lorusso; Insurance Requests
Subject: RE: Certificate of Insurance - MOU NVCC/WCA
Attachments: COI City of Waterbury-WCA MOU-backup-20220727.pdf; COI-NVCC-City of Waterbury-WCA MOU-20220727.pdf

Yes, see email from them below and attached. If acceptable please provide your signature.

Good afternoon, Mr. Merati. I have attached an email that I saved from our insurance underwriter when I received the certificate of insurance. The email states that "the State of Connecticut does not purchase Professional Liability insurance for its employees based on C.G.S. 4-165 (Immunity of State officers and employees)." There is additional information in the attached email about workers compensation as well.

If the \$10,000,000 limits of excess liability are insufficient, or if there is a problem with the Certificate of Insurance (copy also attached), please contact Doreen Lessard at Assured Partners. Her phone number is 860-426-6179 and her email is Doreen.Lessard@assuredpartners.com).

You can call me with any questions whatsoever, but I'll mostly likely need our underwriter's input. Thanks for your patience.



Michael Merati [he/him/his]
Supervisor of Career and Technical Education
Supervisor of Library/Media Specialists
Waterbury Public Schools
mmerati@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: (203) 573-5029 | Internal: ext. 11342

Google Certified Educator L1/L2 | Kami Certified Educator



This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

From: Don Lorusso [<mailto:dlorusso@waterburyct.org>]
Sent: Thursday, July 28, 2022 3:08 PM
To: Michael Merati <mmerati@waterbury.k12.ct.us>
Subject: RE: Certificate of Insurance - MOU NVCC/WCA

From: Doreen Lessard
To: DaSilva, Patricia
Cc: Magee, Timothy; Mcneil, Eileen G; Jason Czepiel; Brian Tamms
Subject: FW: COI Request - Naugatuck Valley Community College
Date: Monday, July 18, 2022 8:24:34 AM
Attachments: [image001.png](#)
[COI request-Waterbury Career Academy MOU-20220714.pdf](#)
[Waterbury Board of Ed MOU insurance specs.pdf](#)
[DRAFT NVCC-Waterbury Career Academy-8-29-2022 to 6-30-2025.pdf](#)
[City of Waterbury - BOE.pdf](#)

CAUTION - This email originated from outside the CSCU system, which increases its risk. DO NOT click on links or open attachments unless you are expecting this email.

Good Morning:

Attached is the Certificate of Insurance as requested. Please note that the State does not purchase Professional Liability insurance for its employees based on C.G.S. 4-165 (Immunity of State officers and employees). Also, please be advised that the Workers' Compensation program is self-insured in accordance with State Statute and is NOT administered by the State Insurance and Risk Management Board.

If you have any questions, please do not hesitate to contact our office.

Doreen



Doreen Lessard, AAI, ACSR, AIS, CPIW, DAE

Account Executive

d: [8604266179](tel:8604266179)

Please be sure my e-mail address in your contacts is the @AssuredPartners address. The @Peoples address will be retired soon!. Thank you.

From: DaSilva, Patricia <PDaSilva@nvcc.commnet.edu>
Sent: Friday, July 15, 2022 4:49 PM
To: Mcneil, Eileen G <Eileen.Mcneil@ct.gov>; Doreen Lessard <Doreen.Lessard@assuredpartners.com>; Jason Czepiel <Jason.Czepiel@assuredpartners.com>
Cc: Magee, Timothy <TMagee@nvcc.commnet.edu>
Subject: FW: COI Request - Naugatuck Valley Community College

Hello all - I'm on vacation next week. If you process this COI request, can you please copy Tim Magee as well? Tim's email is: TMagee@nvcc.commnet.edu.
Thank you, have great weekends.

Patricia DaSilva
Administrative Assistant to Dean of Administration
Dana D. Elm
Naugatuck Valley Community College
Kinney Hall K-706
750 Chase Parkway

Waterbury, CT 06708
203-575-8089

From: DaSilva, Patricia <>
Sent: Thursday, July 14, 2022 1:31 PM
To: Mcneil, Eileen G <Eileen.Mcneil@ct.gov>; Doreen Lessard
<Doreen.Lessard@assuredpartners.com>; Jason Czepiel <Jason.Czepiel@assuredpartners.com>
Subject: COI Request - Naugatuck Valley Community College

Hello all - Here's a COI request for an agreement we're working on with the City of Waterbury / Waterbury Board of Ed. I've included their insurance specs, and the draft MOU for reference if needed. Thank you!

Patricia DaSilva
Administrative Assistant to Dean of Administration
Dana D. Elm
Naugatuck Valley Community College
Kinney Hall K-706
750 Chase Parkway
Waterbury, CT 06708
203-575-8089

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.

Can you ask if professional Liab is built into the General liab policy

If that is the case this one would be ok

From: Michael Merati <mmerati@waterbury.k12.ct.us>
Sent: Thursday, July 28, 2022 10:30 AM
To: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: Certificate of Insurance - MOU NVCC/WCA

Good Morning,

Please see attached COI recommendations and COI document from Naugatuck Valley Community College.

Thanks very much,

Mike



Michael Merati (he/him/his)
Supervisor of Career and Technical Education
Supervisor of Library/Media Specialists
Waterbury Public Schools
mmerati@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: (203) 573-5029 | Internal: ext. 11342

Go gle Certified Educator L1/L2 | Kami Certified Educator



This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

step 2
sent 6/17/22

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Michael Merati

Description of Project/Work/Services: MOU NVCC / WCA Mfg

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-VIII."

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 completion date of this contract. If the policy is replaced and/or the retroactive date is changed, 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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

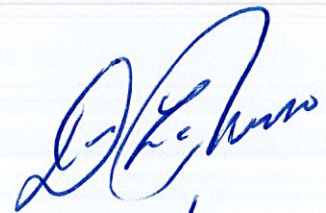
Auto Liability: \$1,000,000 Combined Single Limit each Accident
 Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$500,000 EL each Accident
 \$500,000 EL Disease each Employee
 \$500,000 EL Disease Policy Limits

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is 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.


6/17/22

steal

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: Academic Office, CTE Department

Requesting Department Contact: Mike Merati, CTE Supervisor. mmerati@waterbury.k12.ct.us

Detailed description of Work/Services to be performed:

Offer WCA students opportunity to earn NVCC college credits with Manufacturing courses

Environmental Services Included — If YES, describe:

Medical Services Included — If YES, describe:

Hazardous Substances — If YES, describe:

Will Use of Subcontractors be Permitted?

Summarize any other Special Conditions: NVCC faculty will be on site to work with students and teacher during scheduled class time and with teacher outside of class.

Estimated Cost: \$0

Contract Term: 2022-2023 with option to renew moving forward

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:

Don Lorusso

From: Michael Merati <mmerati@waterbury.k12.ct.us>
Sent: Friday, June 17, 2022 10:00 AM
To: Insurance Requests
Cc: JERRY GAY
Subject: Insurance Recommendation Request - Academic Office - CTE Department - MOU NVCC/WCA Manufacturing
Attachments: Kami Export - Risk Management Limits Request.pdf; Kami Export - Insurance limits request form.pdf; CCP MOU WCA 061322.docx

For an insurance recommendation request:

Your email needs to include the Department and the contact requesting the insurance recommendation, the scope of services the vendor will be expected to provide and any other details pertinent to the project/service/program as listed below. Please see attached documents and let me know if you have any questions. Draft MOU is attached for any needed clarification.

- a. If the project/program is associated with the BOE please be very specific if students will be involved. Yes, the MOU will enable our WCA Manufacturing students to take courses that will earn them NVCC college credit.
- b. For all requests please also specify the following:
 - a. Will vendor be coming on-site anywhere in the City? Yes, occasionally NVCC faculty and staff will be present during class time to work with teacher and students.
 - b. Will vendor be delivering in their business owned or personal vehicles? N/A
 - c. Will vendor be instructing or giving direction on anything? ? Yes, occasionally NVCC faculty and staff will be present during class time to work with teacher and students.
 - i. On-line or in person? In Person
 - d. Will there be any cash or electronic banking transactions involved? No
 - e. Will there be information exchanged between the City's computer system and the vendor's system? Students may need to log into NVCC learning management system to submit projects and reflection assignments.
 - f. Is there any design work involved? No
 - g. Will there be any construction? No
 - i. If so, will they be digging into soil at all?
 - ii. Will they be finishing in one day or storing items/supplies on site?



Michael Merati [he/him/his]
Supervisor of Career and Technical Education
Supervisor of Library/Media Specialists
Waterbury Public Schools
mmerati@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: (203) 573-5029 | Internal: ext. 11342

Go...gle Certified Educator L1/L2 | Kami Certified Educator

Handwritten notes:
NVCC staff need
GL
mtg
w/ C
Prot.
6/17/22



This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately.

**College and Career Pathways (CCP) Memorandum of Understanding
between Naugatuck Valley Community College (NVCC) and Waterbury Career
Academy (WCA)**

Program Objectives

- Facilitate a seamless transition from the high school to the college classroom.
- Promote collaboration between high school teachers and college faculty and foster alignment of secondary and postsecondary curriculum.
- Reduce length of time for students to achieve their academic/career goals.
- Lower college costs for students and families by promoting a head start in college education.

Purpose

The purpose of this agreement is to provide a procedure whereby a student accepted into the College Career Pathways (CCP) Program, cooperatively administrated by Naugatuck Valley Community College and the High School, may receive college credit for secondary school course work toward an Associate of Science degree or Certificate degree in a career/technical program of study.

ARTICULATED COURSES

A two-course sequence is required to meet Perkins CCP guidelines.

NVCC College Course	Description	Cred	High School Course Designation
MFG H115 – Safety in the Workplace	An introduction to safety and health issues encountered in a manufacturing environment. This course will introduce the student to the concepts of personal and workplace safety requirements of manufacturers and of governmental oversight agencies.	1	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary
MFG H120 - Metrology	An introduction to the techniques of measurement in manufacturing, with a focus on the importance of delivering measurements reliably and accurately on a daily basis under a range of different conditions.	3	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary

CONCURRENT ENROLLMENT AGREEMENT

for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy

MFG H153 - Manufacturing Machinery: Benchwork	A basic course in the fundamentals, principles, practices and tools used in semi-precision and precision layout and in the various methods, and procedures for common machine shop bench work. Topics include measurement systems, layout principles, hand tools, and power tools.	2	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary
--	--	---	---

Course requirements/stipulations for approval:

- All teachers for this and all concurrent enrollment courses must be approved by NVCC prior to course start date.
- Approved instructors are required to attend one professional development activity per semester recommended by NVCC; the HS can also suggest webinars, conferences, and speakers that may be funded through Perkins.
- The High School must maintain alignment with the curriculum of the college.
- Both parties (Naugatuck Valley Community College and the High School) agree that the outcomes met through the high school course(s) are identical to those taught in the NVCC college courses listed above.
- Only the courses that have been cooperatively developed and have been approved by the NVCC's corresponding academic departments are eligible for college credit.

RESPONSIBILITIES

1. Naugatuck Valley Community College agrees to
 - a. Enroll each grade 11 student into:
 - MFG H115 – Safety in the Workplace (1 credit).
 - MFG H120 – Metrology (3 credits).
 - MFG H153 – Manufacturing Machinery: Benchwork (2 credits).
 - b. Provide a syllabus for each course.
 - c. Designate a full-time NVCC Advanced Manufacturing Technology Center (AMTC) instructor to regularly meet with the course instructor, review course assessments, provide guidance, and ensure content aligns with AMTC Certificate curriculum.
 - d. Review samples of graded assessments to ensure academic integrity.
2. Waterbury Career Academy agrees to the following:
 - a. Provide a roster of students enrolled in the course with the required identifying information.
 - b. Provide a qualified instructor to teach Advanced Manufacturing 1 that meets the NVCC's required credentials.
 - c. The WCA instructor will meet regularly with NVCC's designated AMTC instructor.
 - d. Maintain college level instruction. To this end, the WCA instructor will:
 - ii. Utilize a course textbook approved by NVCC's AMTC .
 - iii. Follow the provided syllabi.

CONCURRENT ENROLLMENT AGREEMENT

for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy



- iv. Use projects created and/or approved by the NVCC AMTC and submit samples of graded projects for review by the designated NVCC math professor.

The Concurrent Enrollment Agreement remains in force until such time as one or both parties choose to terminate this agreement by written notification. Each articulated course will be reviewed for congruence periodically by college faculty.

Date of next review: May 2023

Procedures

1. Students shall apply for the High School Concurrent Enrollment Program by completing the NVCC CCP application online here [CCP Online Application](#) . College credit for secondary school course work as part of the program shall be granted only for the specific courses that have been aligned, and no other courses can be substituted.
2. Juniors and seniors in NVCC's service area eligible to become a NVCC CCP student and to receive NVCC CCP credits. Below are the procedures of the program:
 - a. Students must appear on a course roster for a concurrent enrollment course.
 - b. The course roster will be verified at the end of each semester.
 - c. The high school teacher for the articulated course must submit a grade for the student to the college by **June 30** of the academic year the student completes the course; HS number grades should be converted to NVCC letter grades and submitted to Tim Magee: tmagee@nv.edu
 - d. If a student believes that there has been an error or omission in their NVCC CCP grade record, they must notify the college Registrar no later than the **September 1** after their graduation date to apply for corrections: icalabrese@nv.edu
 - e. If a student applies for corrections within this time, the college will consider changes and/or additions to the student's record.
 - f. To do so, the student must present a high school transcript documenting the student's achievement in the articulated course.
 - g. Additionally, a letter from the NVCC's CCP Coordinator or guidance counselor at the high school verifying the student's status as a NVCC CCP student is needed.
 - h. The grade will be immediately corrected if, upon verifying the requested documentation, the Registrar decides the grade was not correctly recorded.
3. The designated representatives of the NVCC and the High School shall meet at least once a semester, and as needed, to review program progress, mutual concerns, the continuing application of the Agreement, and to revise recommendations for strengthening this Agreement and other areas of cooperation. NVCC and the High School, per this Agreement, shall share jointly the responsibility for coordinating the guidance personnel, including the development and revision of course curricula and in-service activities.

CONCURRENT ENROLLMENT AGREEMENT for the Alignment of Curricula between Naugatuck Valley Community College and Waterbury Career Academy



4. High school teams will collaborate with the CCP office to inform students about ways to benefit from support services offered through the college and/or the high school to assure that students have access to the CCP Program and to programs nontraditional to their gender.
5. Either party may terminate this agreement with written notification on the next July 1 after such notification is received.

Continuing Notice of Nondiscrimination: Naugatuck Valley Community College does not discriminate on the basis of race, color, religious creed, age, sex, national origin, marital status, ancestry, disability, including but not limited to present or past history of mental disorder, learning disability or physical disability, sexual orientation, gender identity or expression or genetic information in treatment or employment at the College, in admission or access to the College, or in any other aspect of its programs and activities. In addition, the College does not discriminate in employment on the additional basis of veteran status or criminal record. The College is required by Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), Title IX of the Education Amendments of 1972 (Title IX), the Age Discrimination Act of 1975 (Age Act), and their respective implementing regulations at 28 C.F.R. Part 35 and 34 C.F.R. Parts 100, 104, 106 and 110, not to discriminate on the basis of race, color, or national origin (Title VI); disability (Section 504/Title II); sex (Title IX); or age (Age Act). NVCC offers associate in art and associate in science degrees in more than 50 disciplines, including: accounting, aviation, business, computer information systems, computer science and technology, engineering and technology, fine arts, dance, music, theater and digital arts, health careers, hospitality management, and human services as well as general studies, humanities, and liberal arts and sciences. In addition, credit and non-credit certificate programs focusing on developing occupational skills are offered. Admission to the college is open to high school graduates upon submission of a completed college admissions application accompanied by official high school diploma or equivalency or college transcripts or diploma, payment of the application fee and proof of immunization. Courses are generally open to anyone with an interest in a subject area. Some programs of study have additional admissions requirements. Inquiries concerning the application of each of the aforementioned statutes and their implementing regulations to the College may be referred to the applicable College Coordinators: Leah Glende, Director of Diversity & Inclusion/Section 504/Title II/ADA/Age Act Coordinator, CSU System Office, glendel@ct.edu; 860-723-0727; Angelo Simoni, CSU Title IX Coordinator – CSU System Office, 860-723-0165; Sarah Gager, Dean of Student Services/Deputy Title IX Coordinator, Section 504/Title II/ADA/Age Act Coordinator (Students), Naugatuck Valley Community College, Room K509a, 750 Chase Parkway, Waterbury, CT, 203-575-8086 or to the U.S. Department of Education, Office for Civil Rights, at (617) 289-0111 or 5 Post Office Square, 8th Floor, Boston, MA 02109-3921 (Rev 9/28/20).

Naugatuck Valley Community College and **Waterbury Career Academy** hereby express agreement to all the above.

CONCURRENT ENROLLMENT AGREEMENT

for the Alignment of Curricula between Naugatuck Valley Community
College and Waterbury Career Academy

Waterbury Career Academy High School		Naugatuck Valley Community College	
By:		By:	
Print Name:		Print Name:	Lisa Dresdner, PhD
Title:		Title:	CEO, NVCC
Date:		Date:	
By:		By:	
Print Name:		Print Name:	Tim Magee
Title:		Title:	Interim Associate Dean of Academic Affairs
Date:		Date:	

Don Lorusso

From: Michael Merati <mmerati@waterbury.k12.ct.us>
Sent: Monday, August 8, 2022 8:24 AM
To: Dresdner, Lisa
Cc: Elm, Dana; Magee, Timothy; Monchun, Beth A; Dimascia, Susan; Moore, H. Justin; Don Lorusso; Insurance Requests
Subject: RE: WCA & NVCC CCP manufacturing courses
Attachments: RE: Certificate of Insurance - MOU NVCC/WCA

Good Morning All,

Hope all is well. Our risk management department would like to know if professional liability is built into the general liability policy? See attached. I have included them on this email so we can get the sign off.

Thanks for the information,

Mike



Michael Merati [he/him/his]
Supervisor of Career and Technical Education
Supervisor of Library/Media Specialists
Waterbury Public Schools
mmerati@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: (203) 573-5029 | Internal: ext. 11342

Go | gle Certified Educator L1/L2 | Kami Certified Educator



This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

From: Dresdner, Lisa [mailto:LDresdner@nvcc.commnet.edu]
Sent: Wednesday, July 27, 2022 4:23 PM
To: Michael Merati <mmerati@waterbury.k12.ct.us>
Cc: Elm, Dana <DElm@nvcc.commnet.edu>; Magee, Timothy <TMagee@nvcc.commnet.edu>; Monchun, Beth A <BMonchun@nvcc.commnet.edu>; Dimascia, Susan <SDimascia@nvcc.commnet.edu>; Moore, H. Justin <HMoore@nvcc.commnet.edu>
Subject: WCA & NVCC CCP manufacturing courses

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.

Dear Michael,

I have attached the following to move us forward with offering the manufacturing classes at WCA through CCP:

- NVCC's COI
- The MOU
- The Sole Source letter you requested

If you need anything else, please let Tim or me know.

I'm glad we could make this happen this year!



Lisa Dresdner, Ph.D. (she, her, hers)
Chief Executive Officer
Naugatuck Valley Community College
750 Chase Parkway, Waterbury, CT 06708
190 Main Street, Danbury, CT 06810
203-575-8004
Ldresdner@nv.edu



Memorandum

To: Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: December 7, 2022

Re: Board of Aldermen Approval Request for Contract / TRAK Machines Executive Summary –
Southwestern Industries Inc. d/b/a TRAK Machine Tools

The Academic Office/Education Department respectfully requests your approval for the above-referenced vendor to contract in the amount of \$74,218 for retrofit manufacturing machine kits between the City of Waterbury and TRAK Machine Tools.

This contract was initiated after approval as a sole source. Under this contract, retrofit manufacturing machine kits will provide students with a modernized experience to prepare them for post high school employment.

The Contract is for a one time purchase on the date signed by the Mayor. The project is being funded by the ESSER ARP Grant in the amount of \$74,218.

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any question you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Tom Perisot*

PROFESSIONAL SERVICES AGREEMENT

For

ProtoTrak KMX CNC Controls and Accessories

between

The City of Waterbury, Connecticut

and

Southwestern Industries, Inc. d/b/a TRAK Machine Tools

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 SOUTHWESTERN INDUSTRIES, INC. D/B/A TRAK MACHINE TOOLS, a California corporation, located at 2615 Homestead Place, Rancho Dominguez, California (the "Contractor").

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

WHEREAS, the Contractor submitted a proposal to the City to provide, deliver and install ProtoTrak KMX CNC controls and related accessories and options including ProtoTRAK Remote Stop/Go switches and E-Stop emergency switch upgrades at Waterbury Career Academy; 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, deliver and install ProtoTrak KMX CNC controls and related accessories and options including ProtoTRAK Remote Stop/Go switches and E-Stop emergency switch upgrades at

Waterbury Career Academy as set forth in Contractor's price quotation dated October 6, 2022 as further detailed and described in **Attachment A**, hereby made material provisions of this Contract. The City recognizes that Contractor does not supply all machine tool parts that may be required and that from time to time such parts will need to be procured from third party vendors at a cost not covered by the 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 price quotation dated October 6, 2022 (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
- 1.1.6 Required Contract Provisions ARPA Funded Projects

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

- 1.2.1 This Contract document.
- 1.2.2 Sole Source documents
- 1.2.3 Contractor's price quotation dated October 6, 2022 (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 31, 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 Seventy-Four Thousand Two Hundred Eighteen dollars (\$74,218.00).

The compensation shall be paid in conformity with the Contractor's price quotation dated October 6, 2022, 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.

9.5. 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 Educations 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: Southwestern Industries, Inc. D/B/A Trak Machine Tools
2615 Homestead Place
Rancho Dominguez, CA 90220

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

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

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

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print name:

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name:

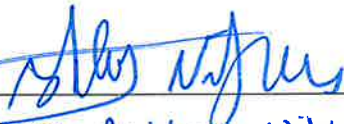
Date: _____

WITNESSES:

**SOUTHWESTERN INDUSTRIES, INC.
D/B/A TRAK MACHINE TOOLS**

Sign: _____

Print name:


Ashley Wilger

By: _____



Its: _____

President

Sign: _____

Print name:



Date: Dec 27, 2022

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Contractor's price quotation dated October 6, 2022 (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)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

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

In addition:

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

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

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

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

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

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

CORPORATE RESOLUTION

I, John A. Arroves, hereby certify that I am the duly elected and acting Secretary of Southwestern Industries Inc. a corporation organized and existing under the laws of the State of California, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 30 day of December, 2022.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said SOUTHWESTERN INDUSTRIES, INC corporation this 30th day of December, 2022.


Secretary



CA Acknowledgment
Attached
GOS

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

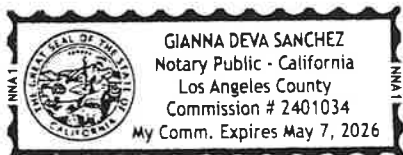
State of California

County of Los Angeles

On December 30, 2022 before me, Gianna Deva Sanchez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John A. Arroues
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Gianna Deva Sanchez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Corporate Resolution

Document Date: Dec. 30, 2022 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

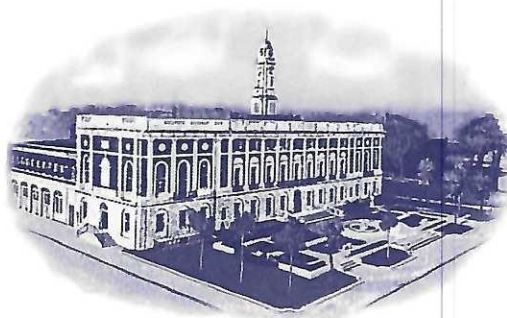
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator


☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati, Supervisor of Career and Technical Education
From: Kevin McCaffery, Director of Purchasing 
Subject: Sole Source for Southwestern Industries, Inc. dba TRAK Machine Tools
Date: November 10, 2022

After review of your letter regarding the ProtoTrak KMX CNC controls and related accessories and options you require, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ Phone: (203) 573-5029
Fax: (203) 346-3509 ♦ E-Mail: mmerati@waterbury.k12.ct.us ♦ Twitter: @MichaelMerati

Michael Merati
Supervisor of Career and
Technical Education

November 10, 2022

Good Morning Kevin,

This letter is to request that Southwestern Industries, Inc. DBA TRAK Machine Tools be considered sole source under section 38.026 for the proposed services we are requesting including purchase and installation of ProtoTrak KMX CNC controls and related accessories and options including ProtoTRAK Remote Stop/Go switches and E-Stop emergency switch upgrades.

As evidenced in the sole source letter, Southwestern Industries, Inc. DBA TRAK Machine Tools is the only vendor with distribution channels and installation for these products and is one of a kind.

With your permission we would like to use Southwestern Industries, Inc. DBA TRAK Machine Tools to upgrade our current Waterbury Career Academy Manufacturing equipment to meet industry standards.

Thanks for your time,

Michael Merati

2615 Homestead Place,
Rancho Dominguez, California 90220
T | 310.608.4422
F | 310.764.2668
www.trakmt.com

TRAK MACHINE TOOLS



SOUTHWESTERN INDUSTRIES, INC.

November 7, 2022

Mr. Michael Merati
Supervisor of Career and Technical Education
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

Dear Mr. Michael Merati,

Southwestern Industries, Inc. DBA TRAK Machine Tools is the sole manufacturer of the ProtoTRAK® KMX CNC Controls and related accessories and options including ProtoTRAK Remote STOP/GO Switches and E-STOP emergency switch upgrades.

All ProtoTRAK KMX controls and ProtoTRAK KMX accessories and options are sold by factory direct representatives in New England and are not available through any other distribution channels. All ProtoTRAK KMX controls, accessories and options are installed serviced exclusively by factory direct, factory trained service technicians.

Please call me if you have any further questions.

Thank you,

Carmela Candelas
Sales Support Representative
310-608-4422 x260

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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

I have read and agree to the above certification.

Southwestern Industries, Inc DBA TRAK Machine Tools
(Name of Company, if applicable)

Carmela Candelas
Signature of Individual (or Authorized Signatory)

11/18/22
Date

Carmela Candelas Sales Support Representative
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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

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

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

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

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

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

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

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

Certification

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Southwestern Industries, Inc.
2615 Homestead Place
Rancho Dominguez, CA 90220
Carmela Candela
Carmela Candela
Date: *11/18/22*

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

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

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

State of California

SS.: _____

County of Los Angeles

Cathy Ramirez, being first duly sworn, deposes and says that:

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

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

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

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

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

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

CITY OF WATERBURY

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

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

	Name	Title	DOB	Stock %
1	Seplon Pinto	CEO/President	07/07/1958	80
2				
3				
4				

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

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

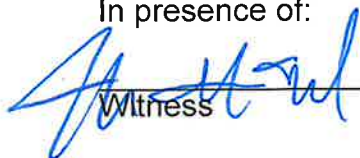
(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	TRAK Machine Tools	California	California
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:


Witness



Name of Partnership/Business

CITY OF WATERBURY

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Walter Ostrom	Salesperson	Machine Sales		07281964
2					
3					
4					

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

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

	Organization Name	Address	Type of Ownership
1	None		
2			
3			
4			

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

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

State of California)

) SS

County of Los Angeles)

Cathy Ramirez being duly sworn,

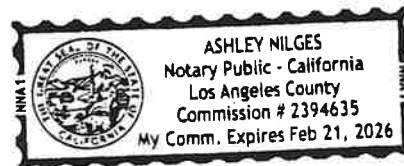
deposes and says that he/she is Controller of Southwestern Ind. and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 18 day of November 2022.

Ashley Nilges

(Notary Public)

My Commission Expires: February 21 2024



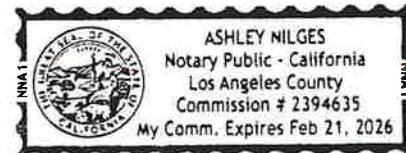
**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of California)
) SS

County of Los Angeles)



Cathy Ramirez being duly sworn,

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

Subscribed and sworn to before me this 18 day of November 2022.

Ashley Nilges (Notary Public)

My Commission Expires: February 21, 2026

For Corporation

Jay Dela Merced
Witness

Cathy Ramirez
Name of Corporate Signatory
2615 Homestead Place
Address of Business
Rancho Dominguez CA 90220
Affix
Corporate
Seal

By: Cathy Ramirez
Name of Authorized Corporate Officer

Its: Controller
Title

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office
To: Jerry Gay- Contract Manager
Department of Education
Subject: Tax Clearance

Date 11/22/2022


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

Southwestern Industries, Inc.
Stephen Pinto
2615 Homestead Place
Rancho Dominguez, CA 90220

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

Very truly yours,

NJO/wmf


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

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Michael Merati mmerati@waterbury.k12.ct.us

Jerry Gay jerry.gay@waterbury.k12.ct.us

Description of Project/Work/Services: Purchase and install of manufacturing retrofit kits for current equipment at Waterbury Career Academy outside normal school hours.

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-VIII."

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 completion date of this contract. If the policy is replaced and/or the retroactive date is changed, 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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:

**\$1,000,000 each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/ Completed Operations Aggregate**

Auto Liability:

**\$1,000,000 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos**

Workers Compensation:

**WC Statutory Limits
Employer Liability (EL)
\$1,000,000 EL each Accident
\$1,000,000 EL Disease each Employee
\$1,000,000 EL Disease Policy Limits**



Handwritten signature and date: 11/15/22

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and its Board of Education is 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.

REQUESTS FOR INSURANCE RECOMMENDATIONS and/or COI APPROVAL **INSTRUCTIONS**

Effective immediately, email your requests for insurance recommendations and/or a COI for approval to:

Insurancerequest@waterburyct.org

This email account will be monitored daily by the Risk Management Department.

For an insurance recommendation request:

Your email needs to include the Department and the contact requesting the insurance recommendation, the scope of services the vendor will be expected to provide and any other details pertinent to the project/service/program as listed below.

- a. If the project/program is associated with the BOE please be very specific if students will be involved.
- b. For all requests please also specify the following:
 - a. Will vendor be coming on-site anywhere in the City?
 - b. Will vendor be delivering in their business owned or personal vehicles?
 - c. Will vendor be instructing or giving direction on anything?
 - i. On-line or in person?
 - d. Will there be any cash or electronic banking transactions involved?
 - e. Will there be information exchanged between the City's computer system and the vendor's system?
 - f. Is there any design work involved?
 - g. Will there be any construction?
 - i. If so, will they be digging into soil at all?
 - ii. Will they be finishing in one day or storing items/supplies on site?

For a certificate of insurance (COI) approval request:

When you are submitting a COI for approval for a contract, you must include in the following:

- a. The insurance recommendation you previously received from Risk Management with a signature on it.
- b. The "Scope of Services" and "Insurance Section" of the Contract.
- c. Any attachments that are relevant to the contract. (Any waivers, sole source, etc.)

If the COI is being sent in to update any existing coverage for a contract/vendor you must send over:

- a. The most recent COI as well as the original insurance recommendation from the contract initiation, so we can ensure the required level of coverages are maintained.
- b. If it is not a contract, please send over the insurance recommendation and the most recent COI that was accepted from the vendor.
- c. Any attachments that are relevant. (Any waivers, etc.)

If you have not received your request back in three (3) business days, please send another request to the same email address. Remember to include all the original documents you have submitted so the email is complete and can be responded to in a timely manner.

In the case where you are in need of an urgent response, please indicate this in your email with the submission due date included. **This should be the exception and not the rule for your requests.**

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: Career and Technical Education, Academic Office

Requesting Department Contact: Michael Merati; mmerati@waterbury.k12.ct.us

Detailed description of Work/Services to be performed:

Purchase and installation of manufacturing retrofit kits for current equipment

Environmental Services Included — If YES, describe:

Medical Services Included — If YES, describe:

Hazardous Substances — If YES, describe:

Will Use of Subcontractors be Permitted?

Summarize any other Special Conditions:

Estimated Cost: \$74,218

Contract Term: One time purchase

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:

Crystal Burr

From: Michael Merati <mmerati@waterbury.k12.ct.us>
Sent: Monday, November 14, 2022 9:36 AM
To: Insurance Requests
Cc: JERRY GAY
Subject: RE: Request for Insurance Recommendation - BOE Academic Office - CTE Department
Attachments: REQUESTS FOR INSURANCE RECOMMENDATIONS and COI Approvals6.13.22.pdf; Risk Management Limits Request (1).pdf; Kami Export - Insurance limits request form (4).pdf

Please see documents attached and text below. Let me know if you have any questions about this new program I am working to launch.

Purchasing manufacturing kits for current manufacturing machines at WCA. Vendor will install equipment in classroom.

- a. If the project/program is associated with the BOE please be very specific if students will be involved. Vendor will only provide equipment and install outside of normal school day. No interaction with students.
- b. For all requests please also specify the following:
 - a. Will vendor be coming on-site anywhere in the City? Yes
 - b. Will vendor be delivering in their business owned or personal vehicles? No
 - c. Will vendor be instructing or giving direction on anything? ? No
 - i. On-line or in person? N/A
 - d. Will there be any cash or electronic banking transactions involved? No
 - e. Will there be information exchanged between the City's computer system and the vendor's system? No
 - f. Is there any design work involved? No
 - g. Will there be any construction? No
 - i. If so, will they be digging into soil at all?
 - ii. Will they be finishing in one day or storing items/supplies on site? One day for installation



Michael Merati

Supervisor of Career and Technical Education
Waterbury Public Schools
mmerati@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: (203) 573-5029 | Ext: 11342

From: Michael Merati
Sent: Wednesday, October 19, 2022 2:10 PM
To: 'Insurancerequest@waterburyct.org' <Insurancerequest@waterburyct.org>
Cc: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Subject: Request for Insurance Recommendation - BOE Academic Office - CTE Department

Good Afternoon,

Please see documents attached and text below. Let me know if you have any questions about this new program I am working to launch.

Current contract ends with PDK International on 6/30/23 and we are looking to renew for an additional 3 years. Nothing has changed since the original contract was established.

- a. If the project/program is associated with the BOE please be very specific if students will be involved. This is to enable teachers and students in our teacher prep courses at the high schools access to the curriculum we currently use.
- b. For all requests please also specify the following:
 - a. Will vendor be coming on-site anywhere in the City? No
 - b. Will vendor be delivering in their business owned or personal vehicles? No
 - c. Will vendor be instructing or giving direction on anything? ? No
 - i. On-line or in person? N/A
 - d. Will there be any cash or electronic banking transactions involved? No
 - e. Will there be information exchanged between the City's computer system and the vendor's system? No
 - f. Is there any design work involved? No
 - g. Will there be any construction? No
 - i. If so, will they be digging into soil at all?
 - ii. Will they be finishing in one day or storing items/supplies on site?



Michael Merati

Supervisor of Career and Technical Education

Waterbury Public Schools

mmerati@waterbury.k12.ct.us


236 Grand Street | Waterbury, CT 06702

O: (203) 573-5029 | Ext: 11342

MEMORANDUM

DATE: December 12, 2022

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Rosh Maghfour, Interim Chief Operating Officer 

RE: Executive Summary for RFP #7476 Professional Services Contract for Expanded Educational Facilities Feasibility Study with The S/L/A/M Collaborative, Inc.

The Education Department respectfully requests your review and approval of a professional services contract for an expanded educational facilities feasibility study with The S/L/A/M Collaborative (SLAM) in the amount of \$139,800. The project is funded through Capital Funds and was initiated under Request for Proposal process (RFP #7476).

Three responses were received to RFP #7476 from Friar Architects, Silver-Petrucelli + Associates and The S/L/A/M Collaborative with The S/L/A/M Collaborative being the most qualified responder.

Under this contract, SLAM will conduct site evaluation, provide conceptual designs and cost estimating, develop educational specifications and enrollment projections and assist the district in filing two priority grant applications with the office of School Construction Grant & review for the expansion and renovation of Maloney Magnet School and International Dual Language School as part of phase 1 recommendations of the Long Range Facilities Mater Plan. Maloney expansion shall support grades PK- 8 model at 4 sections per grade, and International School expansion shall support PK-8 model at 2 sections per grade.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7476
for
Expanded Educational Facilities Feasibility Study
between
The City of Waterbury, Connecticut
and
The S/L/A/M Collaborative, Inc.

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and The S/L/A/M Collaborative, Inc. (the “Consultant”), located at Somerset Square, 80 Glastonbury Blvd, Glastonbury, Connecticut, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7476** for Expanded Educational Facilities Feasibility Study; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7476**; and

WHEREAS, the City desires to obtain the Consultant'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 Consultant 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 Consultant 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 Consultant shall provide, an Expanded Educational Facilities Feasibility Study in regards to the renovation and expansion of the International Dual Language School (IDLS) and the expansion of Maloney Magnet School. Consultant shall also provide assistance and support in preparing and submitting all requisite forms and the Grant Application for school building projects pursuant to, and in compliance, with Conn. Gen. Stat. §10-283. Furthermore, Consultant will meet all Milestones as stated herein and shall complete the following tasks: Task 1: Project Initiation and Organizational Meeting; Task 2: Enrollment Projections; Task 3: Educational Specifications (including

Benchmarking); Task 4: Building and Site Evaluations; Task 5: Conceptual & Schematic Design (including addressing School Security guidelines and requirements); Task 6: Cost Modeling and Cost Estimating (including assessment of hazardous building materials and the OSCG&R process); (Task 7 omitted as it is an optional additional service not included in the cost of this Contract); Task 8: Feasibility Report; Task 9: SCG-053 Form (Site Analysis for School Building Projects) Support; Task 10: Public Presentations & OSCGR Meetings); Task 11: Grant Application & Submission. Consultant will work with and meet with School District personnel and the Dept. of Administrative Services (“DAS”), Office of School Construction Grants & Review (OSCG&R) as necessary to successfully complete the Project and submit the Grant Application. Consultant shall ensure the Feasibility Report comports and complies with any and all applicable grant application requirements, laws, regulations, requirements and standards including, but not limited to, Conn. Gen Stat. §10-282, et. seq., and the School Safety Infrastructure Standards (“SSIS”), as is all 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 Consultant 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 RFP No. 7476, consisting of 15 pages (excluding Attachment), attached hereto;
- 1.1.2 Addendum #1 to RFP No. 7476, dated November 18, 2022, consisting of 2 pages, attached hereto;
- 1.1.3 Consultant’s Cost Proposal, dated November 29, 2022, consisting of 4 pages, attached hereto;
- 1.1.4 Consultant’s Response to RFP No. 7476, consisting of 73 pages (excluding Sections 6 and 7 (incorporated by reference only)), attached hereto;
- 1.1.5 Consultant’s City of Waterbury Contract Compliance documents, consisting of 9 pages, attached hereto;
- 1.1.6 Waterbury Public School District’s “Facilities Master Plan” (“FMP”) and Long Range Facilities Infrastructure Planning Study (“LRFPS”), incorporated herein by reference;
- 1.1.7 Certificates of Insurance, incorporated herein by reference;
- 1.1.8 Licenses, incorporated herein by reference;
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, including Conn. Gen. Stat. §10-282, et. seq., incorporated herein by reference;
- 1.1.10 Any and all amendment(s) and Change Orders issued by the City after execution of the Contract, 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 the Consultant. 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 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Consultant's Cost Proposal
- 1.2.5 Addendum #1 to RFP No. 7476
- 1.2.6 City of Waterbury RFP No. 7476
- 1.2.7 The Consultant's Response to RFP No. 7476

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

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

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 the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant 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 Consultant 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 Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant 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. Consultant 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 Consultant, City may, but shall not be required to, correct same at Consultant'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 Consultant is required to be on City property to render its services hereunder, the Consultant 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 Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the

Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, 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 Consultant.

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

3.6. Consultant's Employees. The Consultant 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 Consultant 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 Consultant 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 Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant 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 Consultant, 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 Consultant.

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 Consultant 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. If applicable or requested by the City, the Consultant shall deliver periodic, written reports to the City's using agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant'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 an authorized signatory.

NOTE: the Consultant'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 Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant 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 Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. Consultant shall commence all work and services required under this Contract upon execution of this Agreement by the Mayor ("Effective Date") and shall complete all work and services required under this Agreement by December 30, 2024 ("Contract Time") and in accordance with the following Milestones:

5.1. Milestones:

Task 1: Project Initiation & Organizational Meeting ("Project Initiation") –	within 25 days of Effective Date
Task 2: Enrollment Projection Update –	44 days from Project Initiation
Task 3: Educational Specifications –	72 days from Project Initiation
Task 4: Desktop Site Evaluation –	30 days from Project Initiation
Task 5: Conceptual Design -	121 days from Project Initiation
Task 6: Cost Estimating -	135 days from Project Initiation
Task 7: Renderings -	135 days from Project Initiation
Task 8: Feasibility Report -	149 days from Project Initiation
Task 9: SCG-53 (Site Analysis for School Building Projects) Support -	149 days from Project Initiation
Task 10: Public Presentations -	no later than June 15, 2023
Task 11: Grant Application Submission -	June 23, 2023
Grant Application Deadline -	June 30, 2023

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

6. Compensation. The City shall compensate the Consultant 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 total fees payable to the Consultant shall not exceed **ONE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED**

DOLLARS (\$139,800.00) for the entire term of this Agreement, with the basis of payment being more particularly set forth below and in the Consultant's Cost Proposal, dated November 29, 2022, attached hereto in **Attachment A** and as summarized below:

6.1.1 International Dual Language School \$69,800.00

6.1.2 Maloney Inter-District Magnet School \$70,000.00

TOTAL \$139,800.00

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant'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. Consultant'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 and said descriptions shall be based upon/correlate with the Consultant's Cost Proposal including the Lump-Sum Fee Breakdown and the Architects Standard Hourly Fee Schedule set forth in Attachment A.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7476** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant 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 Consultant 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 Consultant 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 the Consultant, 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 the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant 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 the Consultant for that item. Consultant 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 Consultant 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 Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant 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 Consultant 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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or

indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant 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 Consultant:

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$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.

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant 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 Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The 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 Consultant'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 Consultant 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 Additional Insured on a primary and non-contributory bases 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. The Consultant 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 Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant 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 Consultant 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 Consultant's work and services shall be secured in advance and paid by the Consultant. 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 Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the

Consultant 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 Consultant 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 Consultant 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 Consultant 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, the Consultant 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, gender identity or expression, 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 Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Consultant 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. Housing and Urban Development Section 3 Clause. (As applicable.) In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

12.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant 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 Consultant of such termination and specifying the effective date thereof, at least five (5) business days 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 the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant 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 Consultant 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 the Consultant.

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

13.4. Rights Upon Cancellation or Termination.

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

rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant 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 Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant 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 Consultant 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 Consultant may negotiate a mutually acceptable payment to the Consultant 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 Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant 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 Consultant will be compensated by the City for work performed prior to such termination date and the Consultant 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 Consultant 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 Consultant 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 Consultant'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 their 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 the schedule set forth in Section 5 of this Agreement.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages.

All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

17. Assignability. The Consultant shall not assign any interest in this 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 Consultant 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 Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant 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. The Consultant 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 Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant 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 Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant 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 Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant 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 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant'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 Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant'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 **RFP No. 7476** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7476**.

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 Consultant 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 Consultant 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 Consultant 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 Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: The S/L/A/M Collaborative, Inc.
Somerset Square
80 Glastonbury Blvd
Glastonbury, CT 06033
Attn: Kemp Morhardt

City: The City of Waterbury
Attn: Education
236 Grand Street
Waterbury, CT 06702

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

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 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 Consultant 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 Consultant 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 Consultant 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. The Consultant 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 Consultant 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 Consultant 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 Consultant 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:

THE S/L/A/M COLLABORATIVE, INC.

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

1. City of Waterbury RFP No. 7476, consisting of 15 pages (excluding Attachments A-D), attached hereto;
2. Addendum #1 to RFP No. 7476, dated November 18, 2022, consisting of 2 pages, attached hereto;
3. Consultant's Cost Proposal, dated November 29, 2022, consisting of 4 pages, attached hereto;
4. Consultant's Response to RFP No. 7476, consisting of 73 pages (excluding Sections 6 and 7 (incorporated by reference only)), attached hereto;
5. Consultant's City of Waterbury Contract Compliance Documents, consisting of 9 pages, attached hereto;
6. Waterbury Public School District's "Facilities Master Plan" ("FMP") and Long Range Facilities Infrastructure Planning Study ("LRFPS"), incorporated herein by reference;
7. Certificates of Insurance, incorporated herein by reference;
8. Licenses, incorporated herein by reference;
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, including Conn. Gen. Stat. §10-282, *et. seq.*, incorporated herein by reference;
10. Any and all amendment(s) and Change Orders issued by the City after execution of the Contract, incorporated herein by reference.

REQUEST FOR PROPOSAL #7476
BY
THE CITY OF WATERBURY
Education Department
Waterbury Public Schools
for
PROFESSIONAL SERVICES
EXPANDED EDUCATIONAL FACILITIES FEASIBILITY STUDY

A. Background and Intent

The Waterbury Public Schools include a diverse cross section of students, staff, parents and community partners. The School District is currently comprised of 18,560 students and greater than 30 School Buildings and Programs, including Pre-K, Elementary, PreK-8, Middle School, High School and other educational programs, including three Inter-District Magnet Schools. The School District also maintains a Central Office Building and other Office space for various Administrative and Services departments including Early Childhood, Welcome Center, Facilities and Food Services. The City of Waterbury has experienced modest population growth over the last decade, growing by 3.7% to 114,403 residents, according to the year 2020 census.

The School District is currently endeavoring to execute on the newly developed Facilities Master Plan (FMP). The scope of this study pertains to the year 2023 Grant Application constituent of the FMP.

Funding for the FMP projects identified herein will be requested through the application process by The School District, in accordance and compliance with State of Connecticut General Statutes - Public School Building Projects - Chapter 173 § 10-283.

The Waterbury Public Schools District, hereafter: "The District", recently contracted an architecture and planning/programming firm to perform a Long-Range, Facilities Infrastructure Planning Study (LRFPS) for The District's educational facilities. The study performed included the following scope of work:

1. Student enrollment projections of the next ten years based on demographic trends.
2. Curricular and programmatic priorities identified in the Waterbury Strategic Plan, consistent with the Mission, Vision and Core Values adopted by the Board of Education.
3. Programming and quality of existing educational infrastructure through a Facilities Condition Assessment (FCA); including prioritized recommendations for repair, renovation, replacements, re-purposing and/or consolidation, as needed to meet current building codes, energy use and quality standards.
4. Developing scenarios for optimal facility utilization for the next ten years and prepare the FMP.

5. Custodial and Maintenance Staffing needs analysis consistent with industry standards related to square footage cleaning metrics of Education facilities and similar best in class metrics for service worker staffing.
6. Determine the most efficient use and allocation of resources given forecasted demographics, forecasted enrollment, capacity of existing schools and other relevant variables such as: the condition of the building envelope, systems infrastructure as well as curricular and programmatic priorities.
7. Compare and contrast The District's current classroom and academic programming and configuration to best in class, modern learning environments and provide a roadmap for achieving those aspirations for The District.
8. Present and propose to the Board of Education a range of possible alternatives to the current use of facilities, configuration, infrastructure, practices, and procedures. Taking into consideration their relevant implications including, but not limited to, budget, facilitation of academic programs, impact on children and families, existing regional magnet school obligations, busing/transportation logistics and legislative requirements and mandates.

Based on the outcome of the LRFPS performed, as referenced, several project recommendations were put forward by the contracted consulting firm to realize the Phase I Project scopes of work indicated within the FMP. These projects shall be included in the June 2023 Grant Application period.

B. Qualifications

Eligible consultants/firms will have the following minimum qualifications:

1. Experience analyzing enrollment projections as well as other demographic data and how the data relate to physical space requirements and making viable recommendations based on those projections and requirements.
2. Ability to effectively communicate in a comprehensive and timely manner with Civil Servant representatives for The City, The District and any, all third-party consultants representing The District in an official manner.
3. Ability to provide full services to the project including engineers, architects, and other experts needed to evaluate the options associated with the proposed Scope of Work and associated Deliverables listed in Section II of this RFP document
4. Experience with needs assessment and programming the K-12 educational context.
5. Experience with infrastructure evaluation and design of K-12 educational facilities.

6. Ability to identify any facilities issues that are foreseeable beyond the 10-year period and provide recommendations to address or mitigate these issues.
7. Demonstrated working knowledge of federal and state laws and regulations pertaining to school buildings, their educational requirements, construction and building standards, including the Connecticut Office of School Construction Grants and Review and Bond Projects awarded through the Department of Administrative Services (DAS).
8. Working knowledge and understanding of current best practices for curriculum and educational trends.

C. Scope of Services

The in-scope recommendations consist of the following Feasibility Study elements:

1. Renovate and Expand International Dual Language School (IDLS) to accommodate PK-8 configuration. Renovate-as-new and construct addition to PK-8 at least to two (2) sections per grade.
 - a. IDLS is a new program instituted two years ago with popular demand from the community. The current facility is not large enough to house the program beyond grade level three (3) and expected to outgrow the current facility within 2-3 years. The Study will indicate how best to expand and renovate the existing facility into a PreK-8 program for two (2), or possibly four (4) classrooms per grade level for approximately 476, or 952 students respectively. The size of the expanded IDLS will be dependent on how large of a building the site logistics can support.
 2. Expand Maloney Magnet School to house grades 6 through 8. Including the option of leasing of the existing St. Anne's School and renovate as an annex to house grades 6-8 (4-sections per grade).
 - a. Maloney is currently a four (4) classroom per grade PreK-5 facility. There is significant demand from the families that attend the school for their children to continue in the magnet program throughout grades 6-8. The school's current site is too small to permit this expansion, however there is an unoccupied parochial school building on the neighboring St. Anne's parcel, which may be available for lease to enable the expansion of the program. The Study will assess the existing parochial school for suitability of use and determine what shortfalls exist, if any, between the two neighboring facilities to sufficiently accommodate a four (4) classroom per grade 6-8 cohort.
- A. This Request for Proposal (RFP) is being issued for professional consulting services. The selected consultant/firm shall be provided a copy of the WPS FMP by request during the RFI portion of this RFP, according to The District's bidding process.
- The successful bidder shall collaborate with, guide, and advise the Board and, among other tasks, shall be required to:

1. Provide a Feasibility Study (hereafter: The Study) for executing the work identified in the FMP and as referenced above. The project shall include the following elements and deliverables:
 - a. Perform a topical and cursory quality review of the statistical elements of the FMP, inclusive of the strategic, logistical, demographic, and programmatic aspects of the FMP as it pertains to the listed Phase I scope recommendations.
 - (i) Provide a brief summary detailing any concerns, deficiencies, errors or omissions within the existing FMP, Phase I recommendations and any/all recommendations for improvement.
 - b. Collaborate and facilitate interviews with The District's Academic stakeholders to ensure that the new construction recommendations listed in the FMP will comply with The District's strategic initiatives, including planned academic programming and achievement goals.
 - (i) Deliver a summary report of findings and recommendations.
 - c. Collaborate and facilitate interviews with The District's Operations stakeholders to ensure that the new construction recommendations listed in the FMP, Phase I recommendations will allow The District's existing capacity and capabilities to support the new construction while either maintaining the existing facility viable or identifying any needed swing space for the transportation and educational needs of the students in the impacted communities.
 - d. Provide period expense estimates associated with the proposed new construction recommendations including: any increased support services staffing, transportation, pedestrian and vehicular traffic logistic considerations, energy and GHG impact and any other anticipated challenges.
 - e. Provide a minimum of two (2) phasing options, including the most viable locations for the expansions/additions to the IDLS and Maloney Magnet Schools
 - (i) Provide a detailed project plan with construction schedule and logistical impact outcomes that could drive the need for temporary swing space or other construction contingencies.
 - (ii) Prepare and provide Conceptual Design for the option selections and Schematic Design for the selected options.
 - (iii) Prepare and provide preliminary cost models for the initial conceptual site/building design options and present to The District and the City stakeholders. The cost models will include costs for site development, building construction, project delivery method, owner soft costs and

associated project incidentals. Cost models will also estimate the costs eligible for state reimbursement and track the net cost to the district in the context of the Connecticut school construction grant program.

- (iv) Provide a detailed cost estimate, project phasing (as applicable) including owner costs and escalation. The cost estimate will be itemized to Level 2 Unifomat as required by OSCG&R and uploaded to the state BizNet system in support of the grant application requirements.
- (v) Present both the Conceptual and SD plans to both City government and Community stakeholders through a minimum of two (2) separate engagement meetings.
- (vi) Develop Educational Specifications for the projects identified under this Scope of Work. Educational specifications shall be prepared in accordance with grant application requirements set forth by the Office of School Construction Grants and Reimbursement (OSCG&R). The Specifications shall include:
 - (1) Written rationale and justification of the educational need for projects, including an overview of the long-range educational plan
 - (2) Educational activities which will be supported by the new programs upon completion.
 - (3) Types of spaces which best accommodate program requirements including identification and description of specialized equipment, support space, building systems, interior building environmental and site development.
 - (4) Information on Construction Bonus Requests and Community Uses (if applicable).
- (vii) Provide Grant Application support and prepare updated enrollment projections for the IDLS PK-8 and Maloney PK-8 in support of the pending grant applications. Updated projections will be presented as an addendum to the master plan projections for these two schools. Previous 2021 enrollment projections can be used for the IDLS School at 2 sections per grade.
- (viii) Perform Site evaluations and compile site information from existing base maps, aerial photos, geographic information systems and physical site observations. An Existing Conditions Inventory & Evaluation plan shall be prepared for each site, which will highlight the characteristics of the site and serve as a baseline to inform conceptual development options. The focus of the evaluation shall be:

- (1) Site features (topography, soils, bedrock, wetlands, flood plains, CT, DEEP Natural Diversity Database features.
- (2) Existing built environment (e.g., buildings, retaining walls, envelope etc.)
- (3) Logistics for site access, pedestrian and vehicular circulation, snow removal and parking.
- (4) Utilities and associated infrastructure features
- (5) Local & State regulatory requirements (land use zoning, DEEP, OSTA requirements, local health dept., etc.)
- (6) Opportunities to add outdoor activities program space for use by the schools, based on Educational Specifications
- (7) School security impact to options scope according to Educational Specifications and best practices
- (ix) Provide Site Analysis information and filing assistance/support for SCG-053 school building projects form required prior to the Grant application.
- (x) Provide an Environmental Site Assessment (ESA) Phase for each school site and include in full as an attachment to each grant application.
- (xi) Scope of Work activities and Deliverables pricing for the Feasibility Study shall be itemized by category, including hours proposed by professional Discipline.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date a contract is fully executed to be fully completed by no later than Decemebr 31, 2024.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an “A-“ Best’s Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on November 14, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by November 18, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Superintendent of Schools or other designee on behalf of Waterbury Public Schools.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **(120)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did

not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Exhibit B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(7)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on November 29, 2022. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's

authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City

may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.
8. Proposals shall be received from Proposers for the furnishing of all services necessary to perform the services for a Feasibility Study described in The Scope of Services. Pricing submitted with the Proposal must encompass all design, implementation, support, licenses and hardware/software acquisitions necessary for development and implementation of this project. If the price excludes certain fees or charges, either recurring or nonrecurring, the Proposer must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.
9. Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory services as required pursuant to these Proposal Documents. Upon request of the Board, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the Board to discuss their Proposal, or to address such other issues as deemed important by The District. One or more proposers may be selected to participate in interviews or negotiations concerning contract price or the nature and scope of services to be provided. Any additional information and the results of negotiations shall be incorporated into the Contract for services between the Board of Education and the Contractor.
10. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be provided electronically to all persons that have requested these Instructions to Proposers. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements

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

M.State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the

Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article O.
- B. All Proposers must read and fill out the reference check form attached as Exhibit C ("Reference Check"). The references must be from entities that had similar projects. The Proposer, by submitting a Proposal, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any additional or further consent from the Proposer. Such Reference Check is incorporated into and made a part of its Proposal.
- C. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it

is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit D, attached hereto and made a part hereof.

- D. Each Proposer must fill out the Certification and the "Proposal Form" in the form of Exhibit A. This price shall remain firm for sixty (**120**) days after the opening date.
- E. Proposers shall include with their Proposal Form, Exhibit A, a detailed overview of all applicable warranties, including exclusions. Proposers must detail the responsibilities it will ask the Board to assume and describe any Proposer services provided during the warranty period. Complete warranties must be clearly specified. The location or agent responsible for servicing this account must be clearly stated.
- F. Each Proposer shall include as part of its Proposal a Letter of Transmittal signed by a principal of the firm, not to exceed two pages, describing the firm or team and its qualifications, and why it is the best firm for this project.
- G. Each Proposer shall include as part of its Proposal a Statement of Qualifications to include at least, but not necessarily limited to, the following:
 - 1. Name and address of the firm. Indicate who the contact person and lead person will be and provide a phone number, fax number and email address.
 - 2. A description of the proposal including how the firm intends to approach the assignment and an overview of the proposed team who will be working on the project and the tasks they will be responsible for, including names and resumes of the proposed team.
 - 3. The firm's experience doing the type of project described in the Proposal Documents including a list and description of the projects that the firm has been involved with in the past five years that are similar to the scope and challenges of this project. An example of a previous work product is desirable.
 - 4. A timeline with key milestones required to complete the project, and in accordance with the dates in Section VII.A. below.
 - 5. The period of time that the firm has been in business.
- H. The Proposer shall include as part of its Proposal a list of deliverables (data, information and/or other assistance) needed from the Board related to the services for a Feasibility Study.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 18, 2022

RFP 7476 Professional Services for Expanded Educational Facilities Feasibility Study

Please refer to the questions and answers below.

Question: The International Dual Language School is currently grades K-2 with plans to grow to K-8. It now has students from Waterbury only. How much do you plan to grow? One grade per year? Contingent on a new building? Will the school remain intra-district?

Answer: One grade per year.

Question: Is the Maloney plan to go from K-5 to K-8 by adding a grade per year?

Answer: Yes, by adding one grade per year.

Question: Part C Scope of Services: Paragraph A1e(ii): Please clarify the minimum expectations for Schematic Design deliverables and Conceptual Design deliverables.

Answer: Conceptual Design will include collaboration with stakeholders on programmatic goals and develop the program with list of needs, uses and constraints, such as adjacencies, square footage requirements, prioritizations, site analysis for codes regulations and logistics and program schedules with budgets for the options. Deliverables will be design narratives with illustrations.

Schematic design will be further development of options agreed to after Conceptual Design including site plans, floor plans elevations, site logistics (i.e. geotech, civil, landscape, parking, traffic flow. Deliverables shall be SD drawing sets, schedules and budgets.

Question: Part C Scope of Services: Paragraph A1e(xi): This item requests pricing for deliverables to be itemized, inclusive of hours proposed by professional discipline. The bid form has a single lump-sum amount. Will a revised bid form be provided listing the itemized components for which break-out pricing is requested?

Answer: Based on the RFP scope, bidders shall provide pricing per each element of the study, yet a lump sum is still required.

Question: Are the documents on pages 50-63 of the RFP required as part of this proposal or submitted after selection?

Answer: Pages 50-59 and page 62 need to be filled in and submitted with the proposal. Corporate and/or Limited Liability Resolution on pages 61 and 62 as well as insurance on page 63 would be signed and/or submitted prior to signing a contract with the City.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury



November 29, 2022

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury, Room 103
235 Grand Street
Waterbury, CT 06702

RE: City of Waterbury Education Department RFP 7476 for: Expanded Educational Facilities Feasibility Study

Dear Mr. McCaffery:

We are pleased to provide the attached fee proposal for the above noted project. We believe our team has covered the scope components requested in the RFP to the degree necessary to provide the City with high quality service and:

- accurate enrollment projections,
- thoroughly developed educational specifications,
- programmatic and technically sound concept design options & schematic design,
- accurate and thorough construction cost estimates that **ensure the correct budgets are set for the projects.**
- comprehensive feasibility study report,
- professional representation at City Board meetings, and
- state grant application support.

As requested in the RFP, Part C Scope of Services, paragraph A1e(xi), we have provided a breakdown of our lump-sum fee proposal as an attachment to the Exhibit A Proposal Form. We have also included an hourly rate schedule.

We appreciate your consideration of our team's unique credentials and expertise presented in our written proposal and welcome the opportunity to work with the City of Waterbury and Waterbury Public Schools on this exciting project. Please contact me at kmorhardt@slamcoll.com, or 860-368-4221 (office), 860-712-9233 (cell) with any questions.

Respectfully submitted,

The S/L/A/M Collaborative, Inc.

Kemp A. Morhardt, AIA, NCARB
Principal and Officer

CT Registered Architect: 14580


- Enclosures:
1. SLAM – RFP #7476 – Exhibit A - Proposal Form (1 page)
 2. SLAM – RFP #7476 – Fee Budget Worksheet – Lump-Sum Fee Breakdown (1 page)
 3. SLAM – RFP #7476 – Hourly Fee Schedule (1 page)
 4. SLAM – Insurance Acord (1 page)

REQUEST FOR PROPOSAL #7476

EXHIBIT A

PROPOSAL FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the services for a Feasibility Study hereby proposes and agrees to fully perform the services for a Feasibility Study within the time stated and in strict accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services" including furnishing any and all labor and materials, and to do all of the services for a Feasibility Study required to complete said services in accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services," for the following sum of money:

EXPANDED EDUCATIONAL FACILITIES FEASIBILITY STUDY
List any warranties or exclusions: Refer to Scope of Services component of written proposal.
\$ 139,800.00 (\$ 69,800 International Dual Language School + \$ 70,000 Maloney Inter-district Magnet School) Refer to the attached lump-sum fee breakdown for more information.
Total Proposed Cost in Dollars and Cents
One hundred thirty-nine thousand eight hundred dollars and zero cents
Total Proposed Cost Written in Words
Proposer's Name: Kemp A. Morhardt, AIA
Proposer's Title: Principal, Secretary
Proposer's Company: The S/L/A/M Collaborative
Proposer's Address: 80 Glastonbury Boulevard, Glastonbury, CT 06033
Proposer's Signature: 
Date: November 29, 2022

Waterbury Public Schools RFP #7476 - Fee Budget Worksheet - Lump-Sum Fee Breakdown

Date: November 29, 2022

Task Description	Int/Dual Language PK8 Study		Maloney PK8 Study	
	Fee	Remarks	Fee	Remarks
Task 1 – Project Initiation & Organizational Meeting & Data Gathering	\$ 3,000		\$ 3,000	
Task 2 – Enrollment Projection Update	\$ -	Use 2021 projections	\$ 1,000	
Task 3 – Educational Specifications	\$ 10,000		\$ 10,000	
Task 4 - Limited Site Evaluation	\$ 9,100	Excludes Geotech and wetlands	\$ 8,300	Excludes Geotech and wetlands
SLAM Architecture - Field Visit		\$ 2,000		\$ 2,000
SLAM Landscape Architecture - Field Visit		\$ 1,000		\$ 1,000
Eagle Env. (Ph-1 ESA)		\$ 3,000		\$ 3,000
Eagle Env. (High level BM Assessment and opinion of abatement costs)		\$ 2,600		\$ 1,800
Task 5 - Conceptual/ Schematic Design	\$ 30,700	Two (2) Options	\$ 30,700	Two (2) Options
SLAM Project Management		\$ 2,200		\$ 2,200
SLAM Architecture		\$ 12,000		\$ 12,000
Benesch Landscape Architecture		\$ 8,000		\$ 8,000
Benesch Civil		\$ 1,000		\$ 1,000
Studio AED - MEP		\$ 3,000		\$ 3,000
Task 6 - Cost Estimating	\$ 10,000	One (1) estimate of preferred option	\$ 10,000	One (1) estimate of preferred option
Task 7 – Renderings	\$ -	Available as an additional service	\$ -	Available as an additional service
Task 8 – Feasibility Report	\$ 2,000		\$ 2,000	
Task 9 - SCG-013 - Site Analysis for School Building Projects - Form Completion	\$ 000		\$ 000	
Task 10 – Public Presentations & OSCG&R Meetings	\$ 2,000		\$ 2,000	
Task 11 – Grant Application Submission	\$ 1,000		\$ 1,000	
Expenses	\$ 000		\$ 000	
Total	\$ 69,800		\$ 70,000	



CITY OF WATERBURY, CT
RFP 7476 - EDUCATIONAL FACILITIES PLANNING STUDY

ARCHITECT'S STANDARD HOURLY FEE SCHEDULE

The S/L/A/M Collaborative, Inc.:

Architecture

Principal	\$ 295.00
Proj. Manager / Sr. Proj. Manager	\$ 155.00 / \$ 195.00
Cost Estimator / Sr. Cost Estimator	\$ 140.00 / \$ 195.00
Project Architect / Sr. Project Architect	\$ 140.00 / \$ 175.00
Design Architect / Sr. Design Architect	\$ 150.00 / \$ 190.00
Planner / Sr. Planner	\$ 160.00 / \$ 190.00
Staff Architect / Sr. Staff Architect	\$ 95.00 / \$ 130.00
Specifications Writer	\$ 160.00
Construction Representatives	\$ 160.00
Support Staff	\$ 95.00

Interior Design

Principal	\$ 295.00
Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 100.00

Structural Engineering

Principal	\$ 295.00
Structural Engineer	\$ 170.00
Staff Engineer	\$ 105.00

Landscape Architecture

Principal	\$ 295.00
Landscape Architect	\$ 140.00
Landscape Design Staff	\$ 90.00



SLAM

PROPOSAL FOR ARCHITECTURAL SERVICES

RFP #7476

CITY OF WATERBURY
EDUCATION DEPARTMENT
WATERBURY PUBLIC SCHOOLS

EXPANDED EDUCATIONAL FACILITIES
FEASIBILITY STUDY

NOVEMBER 29, 2022



November 29, 2022

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury, Room 103
235 Grand Street
Waterbury, CT 06702

RE: City of Waterbury Education Department RFP 7476 for: Expanded Educational Facilities Feasibility Study

Dear Mr. McCaffery:

We are pleased to provide our Qualifications and Proposal for the development of feasibility studies for expansion of the International Dual Language school and Maloney Inter-district Magnet School. We have assembled a highly experienced team with expertise in each of the component areas of the project as outlined in your Request for Proposal.

We welcome the opportunity to continue our relationship with the City of Waterbury and Waterbury Public Schools on their school facilities program after recently completing the Long Range Facilities Planning Study in October 2022. Our teams' in-depth knowledge of the existing facilities condition and long-term plan will allow us to start work immediately with zero ramp-up time.

SLAM has extensive experience in the planning and design of public schools in Connecticut at all grade levels. With a studio of professionals dedicated specifically to understanding and advancing public education, our project team led by myself as Principal-In-Charge/Project Manager will be committed to the success of your project. We offer the following:

- SLAM is a registered architect in the State of CT; we were incorporated in 1976 and have remained in continuous operation since that time;
- Our relevant experience spans 46 years of professional architectural practice, with a studio dedicated to the assessment, programming, planning and design of numerous PreK-12 schools for varied community settings throughout New England;
- SLAM has recently completed several district-wide master planning studies and project specific grant application support services for the CT districts of Cheshire, Groton, Hartford, New Haven, Ridgefield, Southington, Stamford, Waterbury, and Wethersfield, within the past 5 years. Those studies included enrollment projections, educational specification development, feasibility, conceptual/ schematic design, and grant application support services to those districts;
- SLAM has teamed with StudioJAED, Alfred Benesch & Associates and Eagle Environmental respectively for the MEP consulting, civil engineering and hazardous building material & site environmental services. We have extensive experience with each of these firms on public education projects in Connecticut and Rhode Island;

The S/L/A/M Collaborative Inc.
Somerset Square, 80 Glastonbury Blvd, Glastonbury, CT 06033

o 860 657.8077 www.slamcoll.com

CA CO CT FL GA IA MA PA



- SLAM and StudioJAED recently completed the Waterbury Public Schools Long-Range Facility Planning Study and thus have detailed knowledge of the school facilities' condition and long-range plan;
- Our studio leadership maintains strong relationships with the Office of School Construction Grants & Review (OSCGR) personnel and leads our K-12 studio in maintaining a current knowledge of policy and procedural changes within OSCGR, including state legislative actions affecting school construction projects.

We appreciate your consideration of our team's unique credentials and expertise presented herein and welcome the opportunity to work with the City of Waterbury and Waterbury Public Schools on this exciting project. Please contact me at kmorhardt@slamcoll.com , or 860-368-4221 (office), 860-712-9233 (cell) with any questions.

Respectfully submitted,
The S/L/A/M Collaborative, Inc.

Kemp A. Morhardt, AIA
Principal



TABLE OF CONTENTS

1. Proposer Information	11
2. Experience, Expertise & Capabilities	
Philosophy Statement & Business Focus.....	19
Summary of Relevant Experience.....	20
Personnel Listing.....	21
Conflict of Interest Statement.....	21
3. Statement of Qualifications & Work Plan	
Qualifications.....	65
Work Plan.....	74
4. Cost Proposal (Separate Sealed Envelope)	
5. Work Completion, Default & Litigation.....	77
6. Exceptions & Alternatives	81
7. Additional Data	
Certification.....	83
Exhibit A (in separate envelope)	
Exhibit B (not required)	
Exhibit C.....	84
Exhibit D	85
Waterbury Annual Financial Statement.....	86
Waterbury Debarment Suspension.....	90
Waterbury Disclosure Statement.....	91
Attachment C.....	96



SECTION ONE

PROPOSER INFORMATION







PROPOSER INFORMATION

FIRM NAME

The S/L/A/M Collaborative, Inc. (SLAM)

PERMANENT MAIN OFFICE ADDRESS

80 Glastonbury Boulevard
Glastonbury, CT 06033

DATE FIRM ORGANIZED

1976

LEGAL FORM OF OWNERSHIP (WHERE INCORPORATED)

Corporation - State of Connecticut

NUMBER OF YEARS IN SERVICE UNDER PRESENT NAME

46 years

NAMES, TITLES, REPORTING RELATIONSHIPS AND BACKGROUND INFORMATION ON PRINCIPAL MEMBERS OF THE FIRM, INCLUDING OFFICERS

SLAM is governed by a Board of Directors consisting of the following 8 Shareholders:

1. Ansel, Steve
2. Coles, Greg
3. Finucane, Terri
4. Herrick, Kevin
5. Kantor, Dan
6. Morhardt, Kemp
7. Polvino, Richard
8. Pulito, Bob

Background information on directors/officers of the firm follow.

Notable Projects/Clients

- University of Notre Dame
- Englewood Hospital
- Danbury Hospital
- Vassar College
- Hopkins School

Notable Projects/Clients

- Kaiser Permanente, Murrieta Medical Office Building
- Kaiser Permanente, Independence Park Administrative Building
- University of Southern California, Keck School of Medicine
- UCLA Executive Architect for Blanket EDPA
- Studio 1016 Office Renovation



STEVEN W. ANSEL, AIA, ACHA - PRINCIPAL

Steve has been affiliated with SLAM since 1977. His work for the firm includes facilities master planning and design on a wide range of healthcare and educational projects. Throughout his career, Steve is especially interested in creating high quality traditional buildings that embrace modern-day technology, with a sensitivity to the unique character of each campus.

Education

M. Arch., Yale University
B. Arch., Harvard University

Registrations

AL, CT, GA, IN, MA, MD, MI, NJ, NY, OH, RI, VA, VT, NCARB certified



GREGORY COLES, AIA - PRESIDENT

Greg has been with the firm since 1990. A talented architect possessing a variety of skills, he often leads the LA Studio during the pre-design and overall strategy sessions at the onset of the project with the design team and client. Greg has over 28 years of experience in space planning, programming, tenant improvement projects, and ground-up buildings. Greg has had experience in managing, directing, and designing projects in nearly every building type throughout his career.

Education

B. Arch., California State Polytechnic University

Registrations

CA, MA

Notable Projects/Clients

- The Hartford
- Pfizer, Inc.
- Harvard University
- Emory University
- Vassar College

Notable Projects/Clients

- Emory University
- MIT Graduate Housing
- Montclair State University
- Notre Dame of Maryland University School of Nursing
- Purdue University
- Rutgers University



TERRI L. FINUCANE, IIDA - CHAIRPERSON

Terri is a Chairperson of the firm, member of the Board of Directors, and Studio Leader for the Interior Architecture Studio. She joined the firm in 1983 and has managed and designed numerous significant projects for leading corporate and educational clients. Terri is a workplace design expert with strong communication skills and extensive experience in project management, planning, space programming and design.

Education

B.S., University of Connecticut

Registrations

NCIDQ



KEVIN HERRICK, AIA - PRINCIPAL

Kevin is a Principal of the firm and the Market Leader for Higher Education. With over 30 years international experience in the industry, he brings a distinctive set of skills to projects and a personal commitment to clients and project teams. In addition to award-winning design expertise, he possesses a broad range of project management experience. This unique blend of conceptual and hands-on abilities has made him a sought-after project leader at all levels of educational design.

Education

B.A., Roger Williams University

Registrations

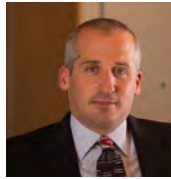
CT, NJ, MA, NCARB certified

Notable Projects/Clients

- Providence College, Ruane Center for the Humanities

Notable Projects/Clients

- Gilmartin PreK-8 School
- Waterbury Career Academy
- Groton Middle School
- Journalism & Media Academy
- Weaver High School
- Torrington Middle/High School
- Bulkeley High School



DANIEL S. KANTOR - TREASURER

Dan is a Principal, and the Chief Financial Officer for the firm. With SLAM since 1992, Dan was named Chief Financial Officer in 1999. His primary responsibilities include finance, accounting, mergers and acquisitions, legal and risk management. Dan is responsible for control and preservation of the firm's assets; planning and reporting of project and firm financial results; maintaining the firm's banking and financing relationships; client contract negotiations; and administering the firm's employee benefit programs, including the health plan, investment savings, and profit sharing plans. He also coordinates outside legal, accounting, insurance, management, and benefit consulting support to ensure compliance with all laws, regulations and reporting requirements.

Education

M.B.A., Rensselaer Polytechnic Institute

B.A., Math and Computer Science, Providence College



KEMP A. MORHARDT, AIA - SECRETARY

Kemp has been with the firm since 2005. He leads the firm's public education market sector. With over 27 years of architectural and engineering design experience on a broad range of institutional and civic projects, including experience in the design/build industry, Kemp brings a unique perspective to his projects and a personal commitment to clients and project teams.

Education

A. S. Architectural Technology, Capital Community College

B. Arch., University of North Carolina at Charlotte

B.S., Civil Engineering, University of Connecticut

Registrations

CT, MA, NY, RI, NCARB certified

Notable Projects/Clients

- University of Mary Washington
- Sacred Heart University College of Health Professionals
- Buffalo State College New Technology Building
- Providence College New Humanities Building

Notable Projects/Clients

- Duke University
- Cornell University
- Pfizer, Inc.
- ESPN



RICHARD POLVINO, AIA - PRINCIPAL

Rick is an Associate Principal and project manager at The S/L/A/M Collaborative with a depth of experience in all phases of planning, design, documentation and construction. His main focus is with national market sector leaders in healthcare and sci-tech industries.

Education

M. Arch. m and B. Arch State University of New York at Buffalo (SUNY)

Registrations

CT, FL, MA, ME



ROBERT F. PULITO, AIA - PRINCIPAL

Bob has been with the firm since 1989 is the President of the Firm, and serves on the Board of Directors. He has broad experience in complex academic and technical facilities and serves as principal-in-charge for some of the firm's most important and complex projects. Bob has an architectural as well as business management background and brings an effective blend of design skill and business acumen to each of his projects.

Education

B. Arch. and B.S., Syracuse University

Registrations

AL, CT, GA, MA, MD, MI, MN, NY, IA, IL, RI, SC, TN, NCARB certified

SECTION TWO

EXPERIENCE, EXPERTISE & CAPABILITIES





PUBLIC EDUCATION CLIENTS

Amity High School, Woodbridge, CT
Asian Studies Academy, Hartford, CT
Barlow Elementary School, Ridgefield, CT
Bethany Middle School, Bethany, CT
Boston Public Schools, Boston, MA
Bridge Street School, Northampton, MA
Bulkeley High School, Hartford, CT
Capital Preparatory Magnet School, Hartford, CT
Celentano School, New Haven, CT
Chippens Hill Middle School, Bristol, CT
CREC Public Safety Academy, Enfield, CT
East Hampton High School, East Hampton, CT
East Providence High School, East Providence, RI
East Ridge Elementary School, Ridgefield, CT
H. H. Ellis Technical High School, Danielson, CT
Gilmartin Elementary School, Waterbury, CT
Graham & Parks Elementary School, Cambridge, MA
Granby High School, Granby, CT
Groton Middle School, Groton, CT
Groton School District, Groton, CT
Hamden High School, Hamden, CT
Hartford School District, Hartford, CT
Helen Street Elementary School, Hamden, CT
Hillhouse High School/Field House, New Haven, CT
Hop Brook Elementary School, Naugatuck, CT
Jerome Harrison E. S., No. Branford, CT
Journalism & Media Academy, Hartford, CT
W. F. Kaynor Technical High School, Waterbury, CT
James McGuire Elementary School, North Providence, RI
Johnston Public Schools, Johnston, RI
Metropolitan Business Academy, New Haven, CT
Miller-Driscoll School, Wilton, CT
Mystic Middle School, Mystic, CT
James Naylor K-8 School, Hartford, CT
New Bedford School District, New Bedford, MA

New Canaan M. S., New Canaan, CT
New Haven Public Schools, New Haven, CT
New Canaan Middle School, New Canaan, CT
Nonnewaug High School, Woodbury, CT
Stephen Olney Elementary School, North Providence, RI
Orange Middle School, Orange, CT
Ox Ridge Elementary School, Darien, CT
Pawtucket School District, Pawtucket, RI
Pembroke School District, Pembroke, MA
Providence School District, Providence, RI
Providence Career & Technical Academy/Field House, Providence, RI
Regional School District 12, Washington Depot, CT
Ridgefield High School, Ridgefield, CT
Ridgefield School District, Ridgefield, CT
Rogers High School, Newport, RI
Samuel Staples Elementary School, Easton, CT
Sandwich Public Schools, Sandwich, MA
Shea High School, Pawtucket, RI
Sheffield Elementary School, Turner Falls, MA
Shelton Intermediate School, Shelton, CT
Soule Road School, Wilbraham, MA
Stamford Public Schools, Stamford, CT
Early Childhood Center Feasibility Study, Stamford, CT
Timothy Edwards Middle School, South Windsor, CT
Teaticket Elementary School, Falmouth, MA
Torrington Middle/High School, Torrington, CT
Topsfield School District, Topsfield, MA
Waterbury Career Acad., Waterbury, CT
Waterbury School District, Waterbury, CT
Weaver High School, Hartford, CT
Westport Elementary School, Westport, MA
Wilton High School, Wilton, CT
Windham Middle School, Windham, CT
Winters STEAM Elementary School, Pawtucket, RI
Worcester School District, Worcester, MA

Feasibility Study

EXPERIENCE, EXPERTISE & CAPABILITIES

PHILOSOPHY STATEMENT & BUSINESS FOCUS

For 46 years of professional architectural practice, SLAM's Education Studio has assessed, programmed, planned and designed PreK-12 schools for learning communities throughout New England. SLAM has a long history of designing new and renovated school facilities and has helped communities across Connecticut implement projects to bring new educational programs to life. Our collaborative approach to working with builders, our clients' facilities managers, and our own in-house structural engineering, interior design, construction services, and landscape design expertise, help us ensure problem-free delivery of these projects.

With our extensive, national experience in the design of educational facilities at all levels, from pre-schools through colleges and universities, SLAM brings innovations and applications learned from each type of learning environment to every school project, offering a unique breadth of experience to our clients.

The programming/planning phase is a critical step in any building project, and is a core design service provided by SLAM. Our process has evolved over years of working with educational institutions and is designed to produce a plan that is both visionary and feasible – two elements critical to implementation. We see programming/planning as a process by which the client, represented by its project committee, investigates its assets and opportunities, defines its goals and methods, and develops a strategic plan to achieve them. SLAM serves as the technical arm of the project committee. We develop the planning database, provide expertise on space standards and solutions, show the group its design and planning constraints and possibilities, translate the committee's hopes and concerns into design solutions and strategies, and facilitate the Committee's full involvement in the planning and decision process.



LIST OF PROJECTS - 3 YEARS (K-12 STUDIO)

NONNEWAUG HIGH SCHOOL

Woodbury, CT

Contact Information:

Mr. John Chapman, Building Comm. Chair, Region 14

(203) 263-4330

jchapman@ctreg14.org

Start/Completion Dates: 2016 - 2020

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$3.1M

Services Provided: Renovate-as-New high school project
Architecture, Structural Engineering, Programming/Planning,
Interior Design, Landscape Architecture, Sustainable Design;
Cost Estimating

GROTON MIDDLE SCHOOL

Location

Contact Information:

John J. Butkus, Program Manager

(860) 906-1577

John.butkus@arcadis.com

Start/Completion Dates: 2018-2020

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$2.2M

Services Provided: New Middle School
Architecture, Landscape Architecture, Structural Engineering,
Interior Design, Programming/Planning; Cost Estimating

JAMES MCGUIRE ELEMENTARY SCHOOL

North Providence, RI

Contact Information:

Mayor Charles Lombardi

(401) 232-0900

mayorsoffice@northprovidenceri.gov

Start/Completion Dates: 2017-2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$1.5M

Services Provided: New Elementary School
Architecture, Landscape Architecture, Interior Design;
Programming/Planning

WEAVER HIGH SCHOOL

Hartford, CT

Contact Information:

Jack Butkus, Program Director

Arcadis/O&G

(860) 906-1577

jackbutkus@arcadis-ogind.com

Start/Completion Dates: 2014 - 2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$10.7M

Services Provided: New high school
Architecture, Structural Engineering, Programming/Planning,
Interior Design, Landscape Architecture, Sustainable Design;
Cost Estimating

STEPHEN OLNEY ELEMENTARY SCHOOL

North Providence, RI

Contact Information:

Mayor Charles Lombardi

(401) 232-0900

mayorsoffice@northprovidenceri.gov

Start/Completion Dates: 2017 - 2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$1.5M

Services Provided: New Elementary School
Architecture, Landscape Architecture, Interior Design;
Programming/Planning

OX RIDGE ELEMENTARY SCHOOL

Darien, CT

Contact Information:

Richard (Rusty) Shriner

(203) 321-5404

rshriner@darienct.gov

Start/Completion Dates: xxxx-2022

Completed within the time frames: Yes

Gross Cost of Agreement (Gross Fee): \$54.0M

Services Provided: New Elementary School Architecture,
Landscape Architecture, Interior Design, Programming /
Planning



OTHER PROJECTS OF A SIMILAR NATURE

Ansonia Public Schools New Middle School Feasibility Study
East Providence Schools Feasibility Study
Groton Schools Long-Range Facilities Plan
Hartford Public Schools Facility Study
New Canaan Middle School Feasibility Study
New Haven Schools Long-Range Facilities Planning
Johnston Public Schools RIDE State II Master Planning
Journalism & Media Academy Facility Study Assessment
Pawtucket Facility Condition Assessment Update

Providence Schools District-Wide Needs Assessment
Region 12 Master Plan and Feasibility Studies
Ridgefield Public Schools Feasibility Study
Stamford Public Schools Long-Range Facilities Planning
Stamford Public Schools Early Childhood Center Feasibility Study
Waterbury Public Schools Facility Utilization/Redistricting Study
Wilton Miller-Driscoll Feasibility Study

See project sheets which follow for some of these relevant projects

LIST ANY CONTRACTS OR PURCHASE ORDERS (PAST 3 YEARS) FOR CITY OF WATERBURY.

Waterbury Public Schools Facility Utilization/Redistricting Study #6906 - Contract Completed October 31, 2022

PERSONNEL LISTING AND RESUMES

The hallmark of The S/L/A/M Collaboration is close client collaboration. This collaborative approach begins with the "Principal in Charge," a uniquely qualified and talented architect who will work with you from project conception through completion. Dedicated to finding the appropriate solution for your school, this Principal listens closely to your community's issues and presents balanced choices based on your needs. This principal is supported by a core architectural team, carefully chosen from our specialized studios, as well as consultants who have worked successfully with SLAM on other projects. This team structure offers you the consistent personal attention of a small firm combined with the technical capabilities, expertise, and responsiveness of a large firm.

We are committed to the total success of this project and have formed a high-performance team of dedicated professionals that has a depth of knowledge of current public school environments; is familiar with collaborative, multi-organizational team structures and processes; and is dedicated to delivering the project within budget and time constraints.

SLAM key team members proposed for this project:

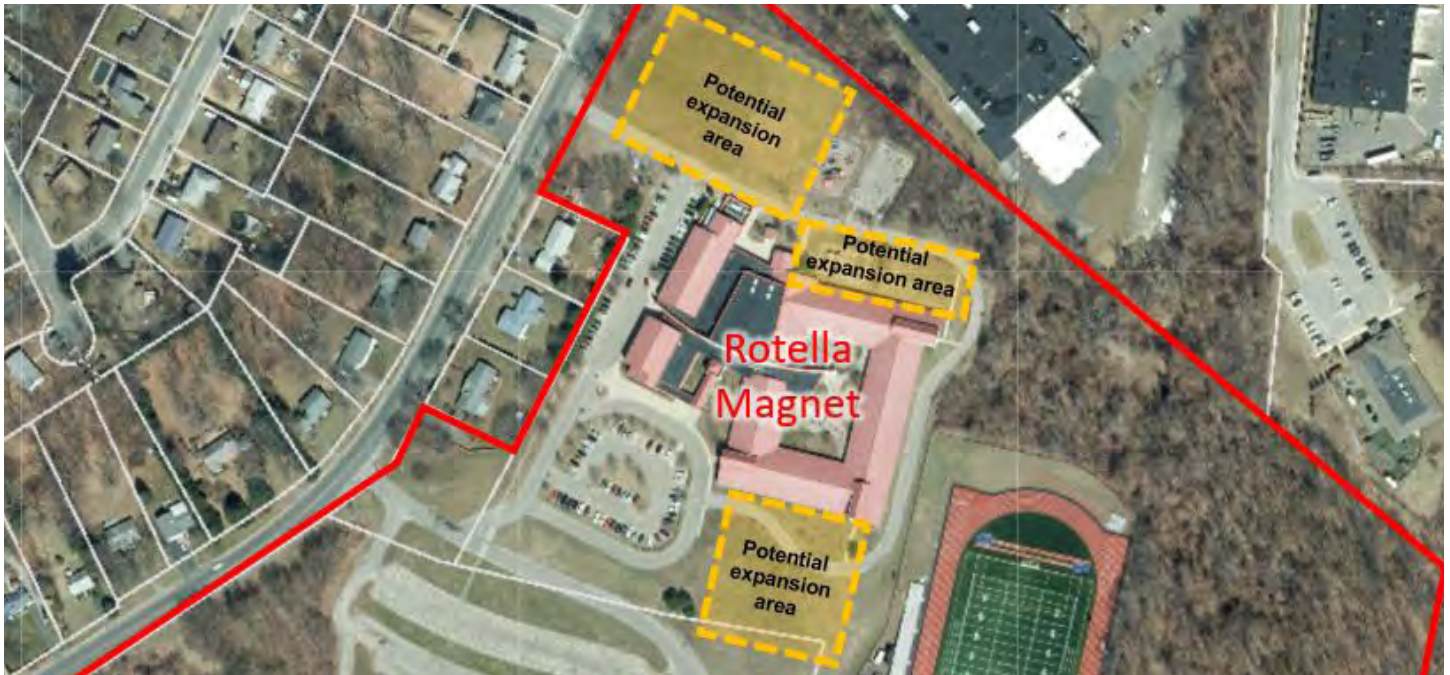
Principal-In-Charge	Kemp Morhardt, AIA
Project Manager	Amy Samuelson, AIA
Design Architect	James Hoagland, AIA
Lead Programmer/Planner	Amy Christmas, ALEP
Planner/Educational Specifications	Mike Zuba, AICP, NCI
Cost Estimator - Planning	Nate Bernier, CPE, LEED AP

CONFLICT OF INTEREST

None

WATERBURY PUBLIC SCHOOLS - LONG-RANGE FACILITIES PLANNING

Waterbury, CT

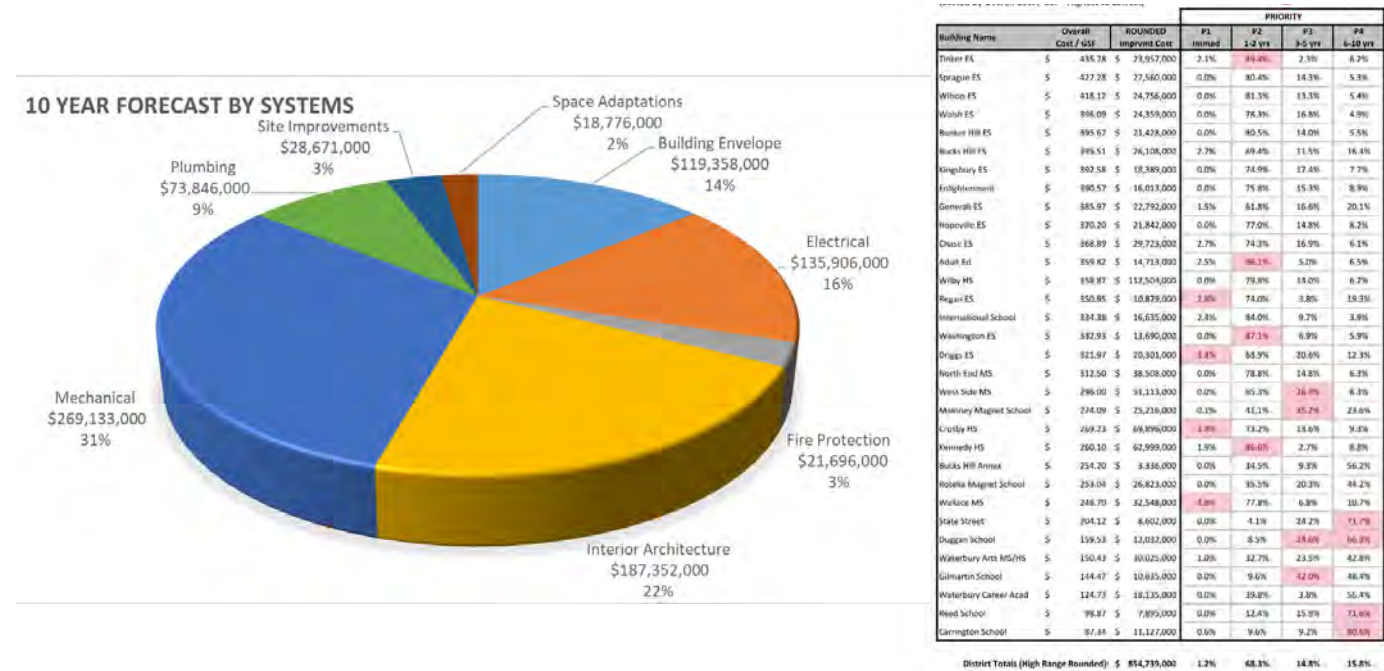


SLAM is currently engaged by Waterbury Public Schools to provide design and planning services for educational facility assessments, demographic study and utilization analysis, resulting in comprehensive master plan for Waterbury Public Schools. Working in collaboration with StudioJAED and SLR, the team is evaluating the physical condition of all existing school facilities, assessing school capacity & utilization across the district and preparing 10 -year enrollment projections. The data generated from the investigative portion of the study will inform planning scenarios developed to guide facility reinvestment and capital renewal, facility-best-use, expansion of successful WPS programs and improved facility utilization over the next 10 years.

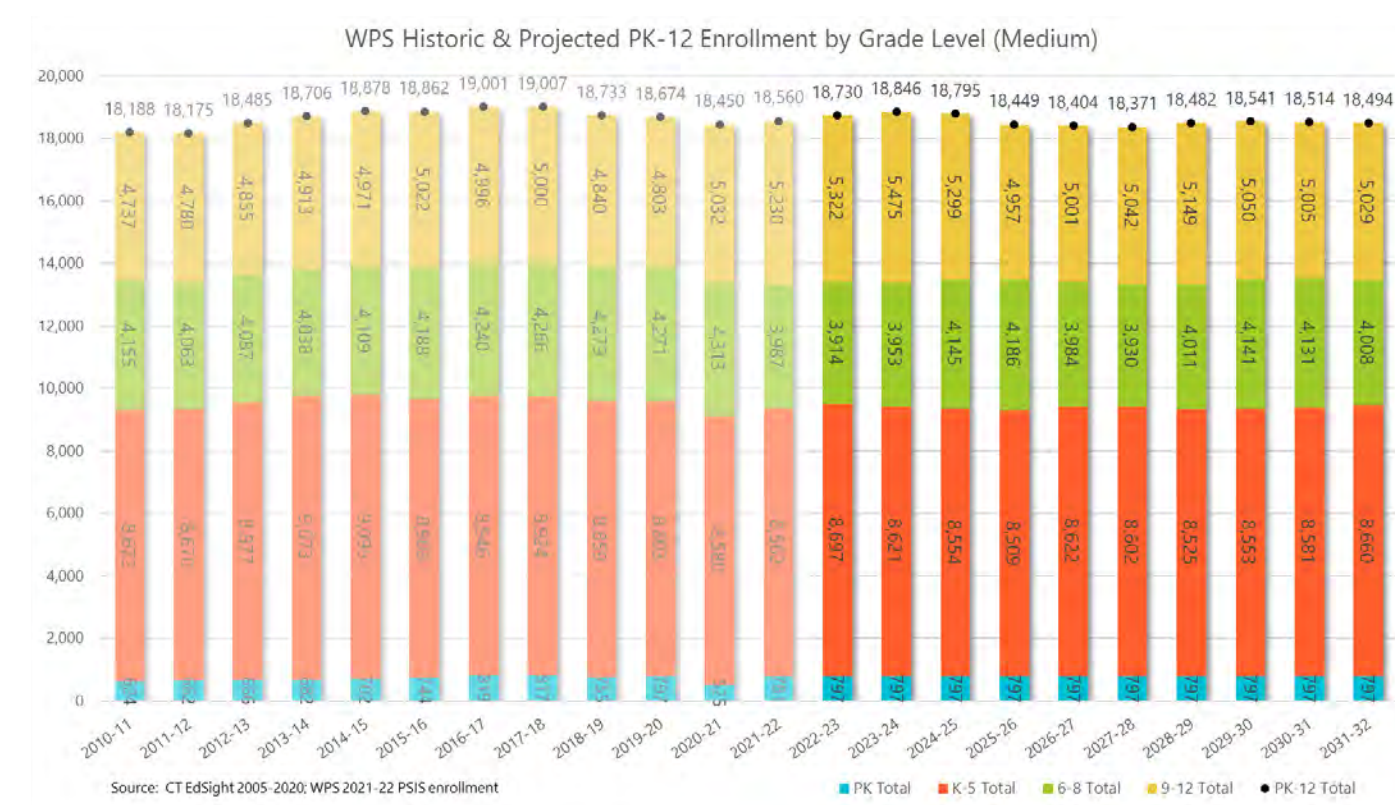
The master plan is a data driven process that aligns with the District's Strategic Plan goals, as well as national educational standards, and provides a structured yet malleable framework for implementation. Waterbury's aim for the Master Planning process is to achieve the following:

- Determine the most efficient use and allocation of resources given forecasted demographics, forecast enrollment, capacity of existing schools, and other relevant variables such as the condition of the building envelope and systems infrastructure; curricular and programmatic priorities; and
- Propose to the Board of Education a range of possible alternatives to the current use of facilities, configuration, infrastructure, practices, and procedures taking into consideration their relevant implications including, but not limited to, budget, facilitation of academic programs, impact on children and families, existing magnet school obligations, and legislative requirements and mandates.
- Through engagement with key stakeholder's identify a preferred alternative with a detailed implementation plan and funding strategy

Facility Condition Assessment Findings

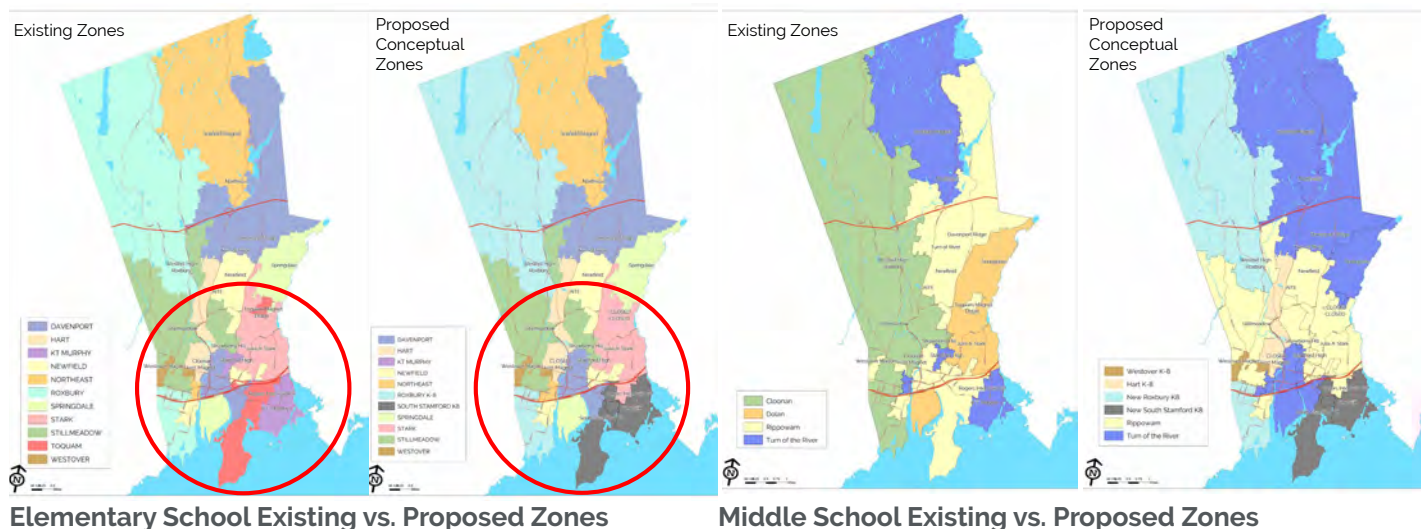


Enrollment & Demographic Study Summary



CITY OF STAMFORD – LONG-RANGE FACILITY PLANNING

Stamford, CT



SLAM was engaged by the City of Stamford to provide design and planning services for educational facility assessments and demographic study, resulting in comprehensive master plan for Stamford Public Schools (SPS). Working in collaboration with StudioJAED and SLR, the team evaluated the physical condition of all existing school facilities, assessing school capacity & utilization across the district and prepared a demographic study and 10 -year enrollment projections. The data generated from the investigative portion of the study informed planning scenarios developed for facility-best-use, alignment of student attendance zones to schools and improved facility utilization over the next 10 years.

The master plan will be used to guide the SPS with research-based knowledge of best models to incorporate its mission and educational vision, as well as national educational standards, and provide a framework for implementation. The vision and desired outcomes for the master plan included the following goals:

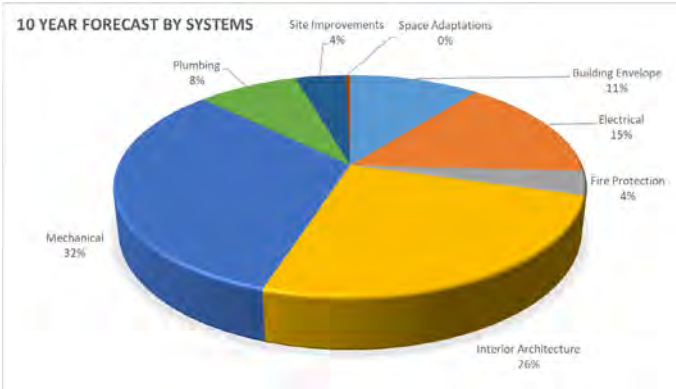
- A comprehensive holistic plan that takes into accounts all of schools;
- Study of the school buildings' structural integrity, infrastructure and ability to meet District's needs;
- A City-wide projected enrollment assessment (including the variable of COVID's impact on the housing market); and
- A long-term Capital Management Plan for the future that includes considerations such as climate change on buildings and mechanical infrastructures.

It is intended that the master plan will provide the model for facilities planning for a short-term (1 – 5 years), mid-range (5 - 10 years), and long-range (10 - 20 years), presented in "good, better, best" solutions, taking current facility deficiencies, capacity, as well as demographics into consideration. The process included a review of functional deficiencies and condition issues in existing facilities, educational suitability issues, technology readiness issues, special program needs, demographic trends, and capacity issues.



Facility Condition Assessment Findings

10 Year Forecast by Building Systems

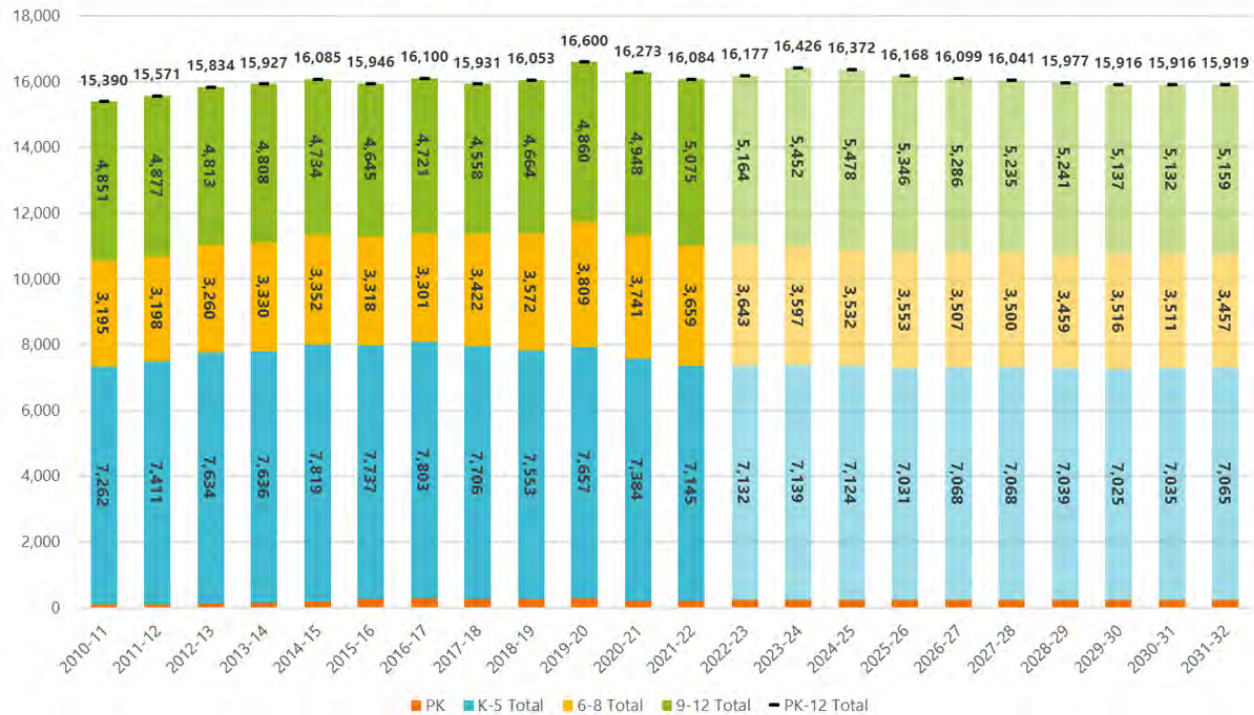


10 Year Forecast by Priority

Building Name	Overall Cost / GSF	ROUNDED Imprint Cost	PRIORITY			
			P1 Immed	P2 1-2 yrs	P3 3-5 yrs	P4 6-10 yrs
Roxbury ES	\$ 415.46	\$ 36,976,000	0.2%	64.6%	21.1%	14.0%
Newfield ES	\$ 369.37	\$ 28,035,000	0.2%	73.9%	18.3%	7.6%
Northeast ES	\$ 335.16	\$ 28,730,000	0.0%	59.4%	19.7%	20.8%
Turn of River MS	\$ 331.81	\$ 40,151,000	0.0%	62.1%	19.9%	18.0%
Stamford High	\$ 321.84	\$ 115,862,000	0.0%	47.8%	18.2%	34.0%
Toquan Magnet ES	\$ 314.24	\$ 28,438,000	3.2%	60.3%	19.4%	17.1%
Westhill HS Annex*	\$ 298.05	\$ 13,412,000	0.1%	29.7%	39.0%	31.3%
Stamford HS Stadium	\$ 297.95	\$ 4,767,000	0.0%	60.2%	7.9%	31.9%
Dolan MS	\$ 297.21	\$ 33,881,000	0.0%	66.0%	20.3%	13.7%
Springdale ES	\$ 288.49	\$ 25,387,000	0.1%	61.8%	22.1%	16.0%
Hart Magnet ES	\$ 281.95	\$ 23,204,000	0.0%	42.3%	17.9%	39.8%
Rippowam MS	\$ 277.95	\$ 63,290,000	0.0%	50.5%	27.9%	21.5%
Cloonan MS	\$ 272.51	\$ 44,735,000	0.0%	58.4%	28.0%	13.6%
Stillmeadow ES	\$ 262.50	\$ 28,448,000	0.0%	59.6%	34.1%	6.2%
KT Murphy ES	\$ 252.80	\$ 21,488,000	0.0%	42.4%	28.2%	29.3%
Stark ES	\$ 245.92	\$ 23,092,000	0.0%	46.5%	40.4%	13.1%
Davenport ES	\$ 233.91	\$ 19,857,000	0.0%	52.7%	17.6%	29.7%
Rogers Intl School	\$ 193.48	\$ 25,477,000	0.0%	26.8%	36.4%	36.8%
Ait&E HS	\$ 179.01	\$ 19,791,000	0.0%	33.3%	15.8%	50.9%
Scofield Magnet MS	\$ 166.61	\$ 24,856,000	0.0%	42.8%	25.5%	31.7%
Westover Magnet ES	\$ 109.80	\$ 15,592,000	0.0%	12.2%	25.2%	62.6%
Strawberry Hill	\$ 26.73	\$ 3,555,000	0.0%	22.4%	31.0%	46.6%

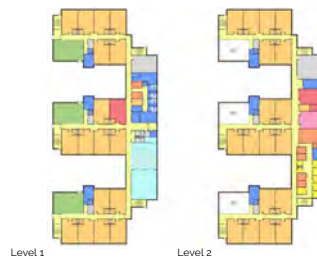
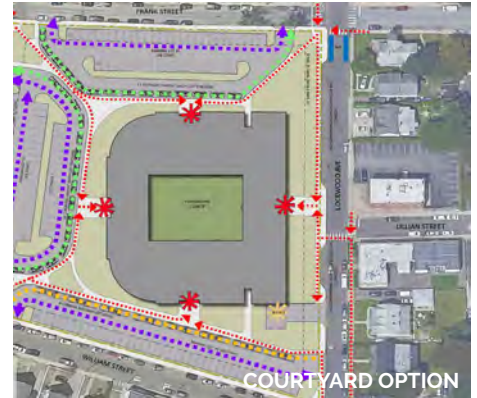
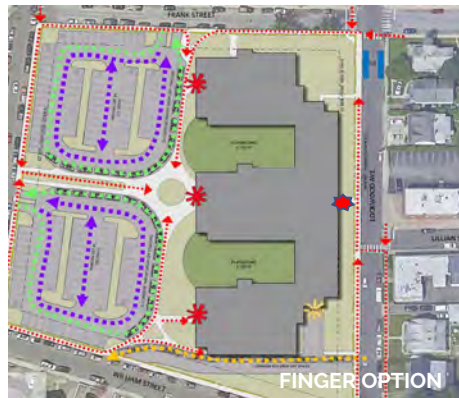
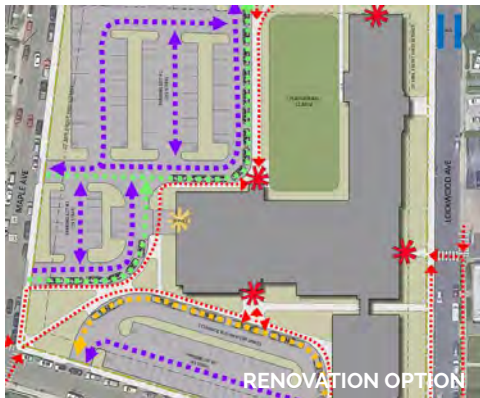
Enrollment & Demographic Study Summary

Historic & Projected PreK-12 Enrollment by Grade Level
2010-11 to 2031-32 (Medium Scenario)



STAMFORD PUBLIC SCHOOLS – EARLY CHILDHOOD CENTER FEASIBILITY STUDY & GRANT APPLICATION

Stamford, CT



SERVICES
Master Planning, Enrollment Projections & Analysis, Site Planning, Cost Estimating

PROJECT SIZE
85,150 SF - 101,015 SF

CONSTRUCTION COST
TBD

COMPLETION DATE
5/2021

SLAM was engaged to support the creation of educational specifications and assist with the submission of the grant application for a new facility for Stamford's Early Childhood Center program (CLC). Apples. Working in collaboration with Frank Locker (Education Planner), the team held visioning sessions with key personnel from the city and directors of the participating education programs to determine requirements for the projected 676 student enrollment.

SLAM presented three conceptual design options: a complete renovation of the existing 101,015-SF and two new building options (Finger and Courtyard options). Total square footage, project costs, allowable area for grant and state reimbursement costs were compared for all three options. It was determined that the renovation option would have exceeded the state's allowable \$450/SF for renovation status approval, in addition to other related building concerns, such as circulation issues, inefficient classroom sizes and program adjacencies.

The selected Fingers Option accommodates the desired site program, provides strategic separation of building access points, secured playground spaces and maintains the Lockwood Ave entrances for visitor arrival. The building is comprised into six classroom clusters with two secured playgrounds for smaller groupings, and three gross motor rooms with direct access to the exterior playground.

The SLAM team completed the grant application submission to CT DAS, OSCG&R in collaboration with the City of Stamford and this project was included on the 2022 priority list.



STAMFORD PUBLIC SCHOOLS – EARLY CHILDHOOD CENTER FEASIBILITY STUDY & GRANT APPLICATION
Stamford, CT

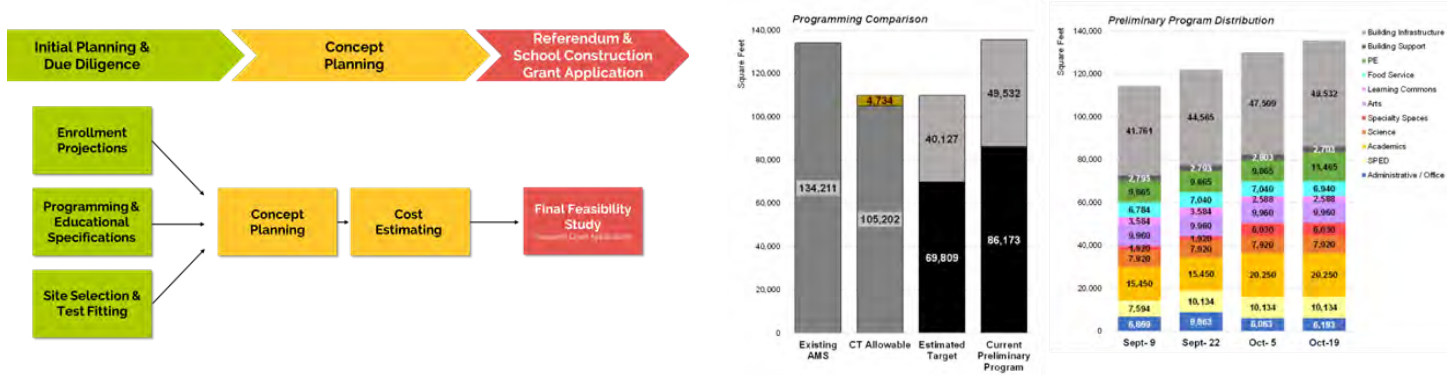


LEVEL 1



ANSONIA PUBLIC SCHOOLS - NEW MIDDLE SCHOOL FEASIBILITY STUDY

Ansonia, CT



The SLAM Collaborative is assisting Ansonia Public Schools with a feasibility study for a new Middle School, providing technical assistance and expertise in support of a future grant application to the State Office of School Construction Grants & Review (OSCG&R). Specifically, the project includes the following tasks:

1. Site Analysis and Conceptual Test Fits

- Analysis of new middle school site inclusive of access and egress, utilities, zoning requirements, and natural resource constraints such as wetlands, topography, flood zones, and soils.
- Prepared a series of conceptual "test fits" to test the feasibility of different layout options and identify a preferred layout option for refinement during the conceptual design phase.

2. Enrollment Projections

- Prepared 10-year enrollment projections, in accordance with OSCG&R requirements, inform the design capacity of the new building and the state reimbursable square footage.

3. Educational Specifications

- Led a collaborative process with APS administrators, building leadership, and staff to develop educational specifications for the new Ansonia Middle School.
- Identified the spaces and site features needed to align the new facility with the district's educational vision, while balancing those wants and needs with the state's reimbursable square footage and financial considerations.

4. Conceptual Design

- Develop conceptual architectural and site design layouts in alignment with the Educational Specifications and identify preferred option.
- Prepare renderings to communicate project vision with City leadership and public

5. Cost Estimating

- Prepare preliminary cost models for initial concepts to assist in selection of preferred option.
- Prepare detailed cost model for preferred option in support of school construction grant application.

6. School Construction Grant Application Support

- Assist APS with the Grant coordination with the OSCGR.
- Prepare grant application materials, including feasibility study report, enrollment projections report and SCG-053 form.

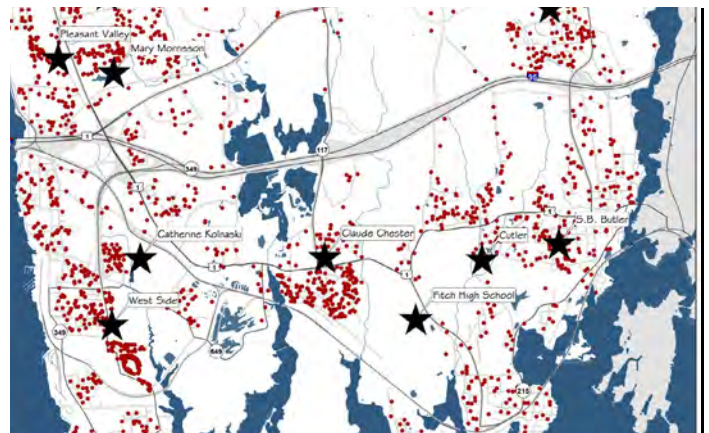


GROTON SCHOOLS - LONG-RANGE FACILITIES PLAN

Groton, CT



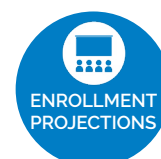
SLAM teamed with SLR International on a long-range facilities plan for the City of Groton, CT. The project included a comprehensive analysis of the district enrollment projections, elementary, middle school and high school facility assessments and test fit studies in support of potential re-districting scenarios. SLAM's role was to inventory and evaluate the existing facilities in the context of the district educational specifications and prepare site and building test fits (feasibility studies) for new construction scenarios as well as prospective reuse scenarios (e.g. middle school converted to elementary). The project scope also included cost modeling for multiple facility upgrade/reuse scenarios to provide town leaders with the necessary decision making information and data for presenting the project for referendum.



Final scenario on which cost model was based:

- New Middle School for 1,000 students on undeveloped site
- Two Renovate-to-New existing Middle School conversions to PreK-5 schools for 600 students
- Successful referendum 11/2016 for \$184.5M
- Compact bldg. design can be accommodated – proximate to High School, works with existing topography
- Wetlands preserved
- Independent access for Middle School with controlled access to High School site

- Middle School site PE/ athletic program has been met
- Existing HS PE/ athletic program preserved and complimented
- Met with DEEP Open Space and Watershed Land Acquisition to Discuss Middle School Concepts and Deed Restrictions.
 - Identified Mechanism and process for conversion of Merritt Property (+/- 35 ac) to a municipal educational use.
 - Continue dialogue with DEEP to develop a conversion agreement if SFITF desires to move forward with Merritt Concept



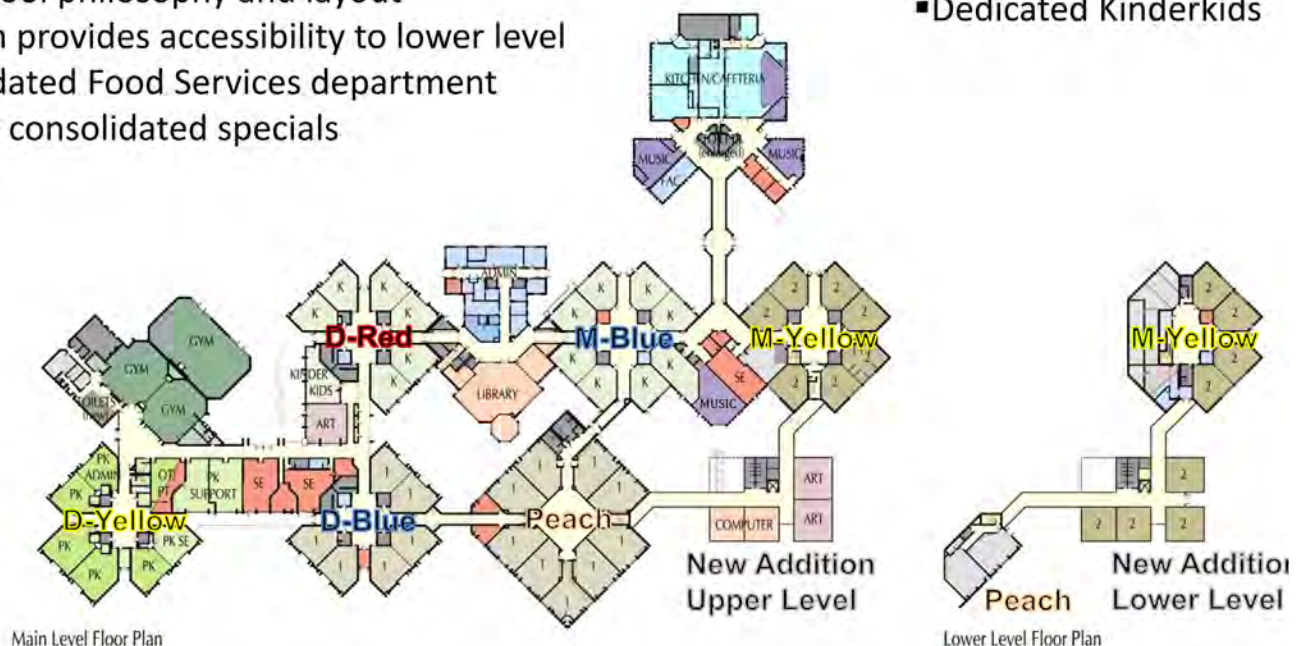
Wilton, CT

The preliminary findings of the feasibility study helped the district decide whether to use the existing two connected buildings as two schools or one large school. The decision was made to combine to one school, so it was important to study the most efficient use of the existing space and provide options for a renovation, and if necessary, an addition to support the District's goals. The school also needed to accommodate the State-required Pre-school program with a separate entrance.

The feasibility study provided designs for upgrading the existing layout of the classroom pods of the school, to make each pod more efficient. It also provided suggestions on a redesign of the school's main entrance, as a way to become more welcoming and a redesign of the Administration Department.

- Consolidated Pre-K program areas
- Relocated Pre-K playground
- Relocated drop-off area for Pre-K
- One school philosophy and layout
- Addition provides accessibility to lower level
- Consolidated Food Services department
- Partially consolidated specials

- Expanded program
 - PE station (3 to 4)
 - Computer
 - Special Education
 - Dedicated Kinderkids

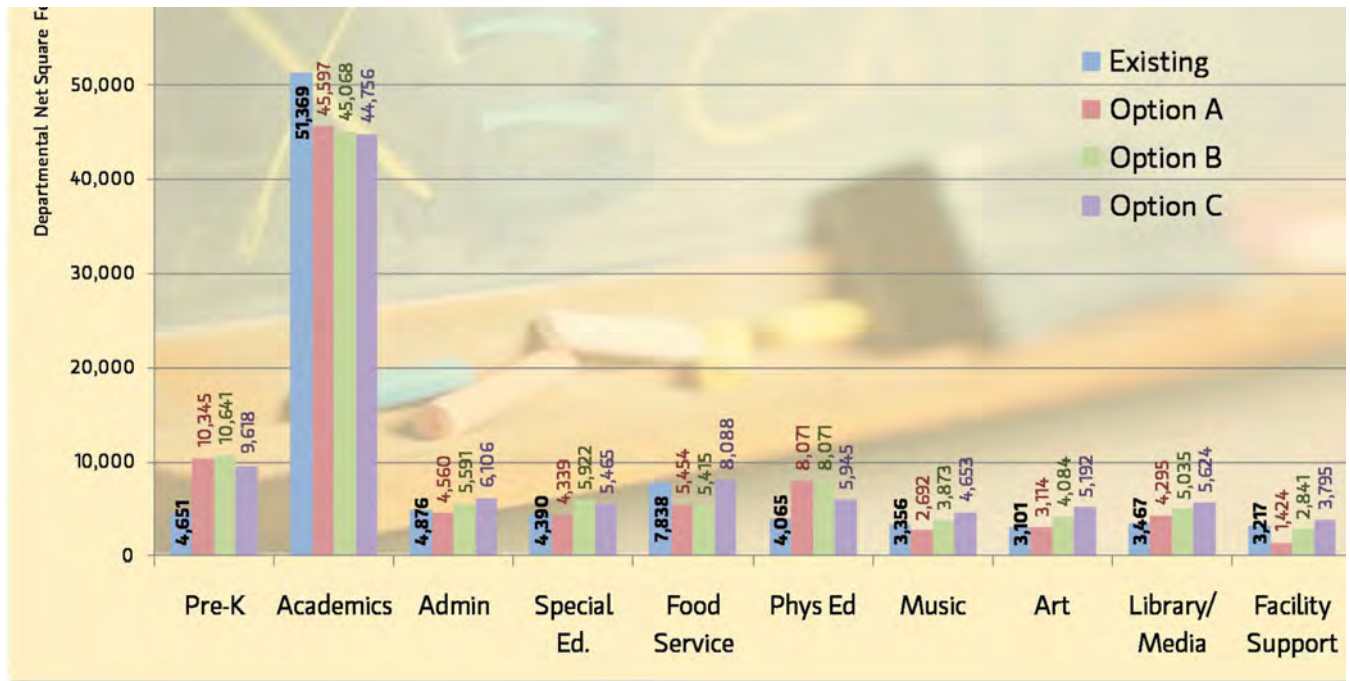


Program:	6,211 NSF	New Construction:	14,830 GSF	Lot Coverage:	7,507 SF
----------	-----------	-------------------	------------	---------------	----------



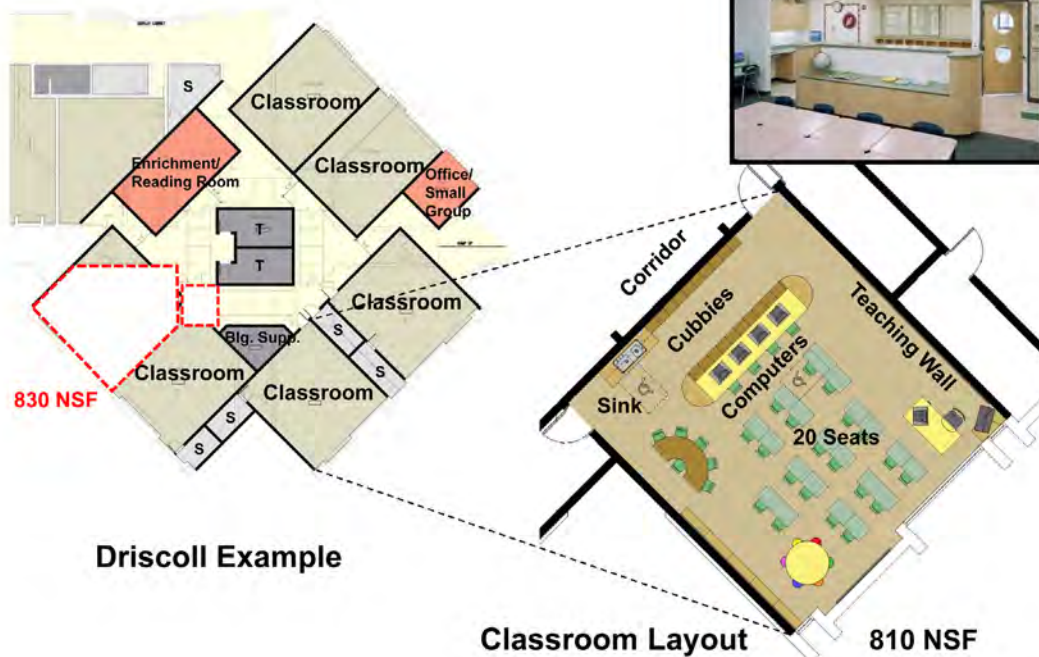
WILTON MILLER-DRISCOLL - FEASIBILITY STUDY

Wilton, CT



Classroom Counts

	Existing	Program	All Options
Pre-K	3	5	5
Kindergarten	17	14	14
1 st Grade	17	15	15
2 nd Grade	16	15	15



JOURNALISM & MEDIA ACADEMY, FACILITY ASSESSMENT

Hartford, CT



DATE COMPLETED
2013

AGE OF FACILITY
Built 1920's

SLAM conducted an existing conditions assessment to evaluate the physical condition of the Journalism & Media Academy. This assessment included the documentation of major code compliance issues as well as the development of recommendations and possible corrective actions for noted deficiencies to achieve an additional 20-year service life for the school.

The study recommended demolishing a 30,000-SF portion of the building constructed in the 1950's due to the need for extensive repairs and the incompatibility with the proposed program. The recommendation also included retaining a 25,000-SF portion of the building constructed in the 1920's, due to the quality of the existing structure and its adaptability to the new program.

The resulting renovate-as-new project consists of a 53,000-SF addition and 25,000-SF renovation to provide a new school for 400 students in grades 9-12. The new facility delivers cutting-edge curricula and innovative programs that will build skills in critical thinking and creative media production. The school offers preparation for college readiness and employment in the fields of journalism and new media especially as they relate to Internet Journalism and Videography.

The school has been designed to meet Connecticut's High Performance Building Standards with a LEED Gold equivalence.



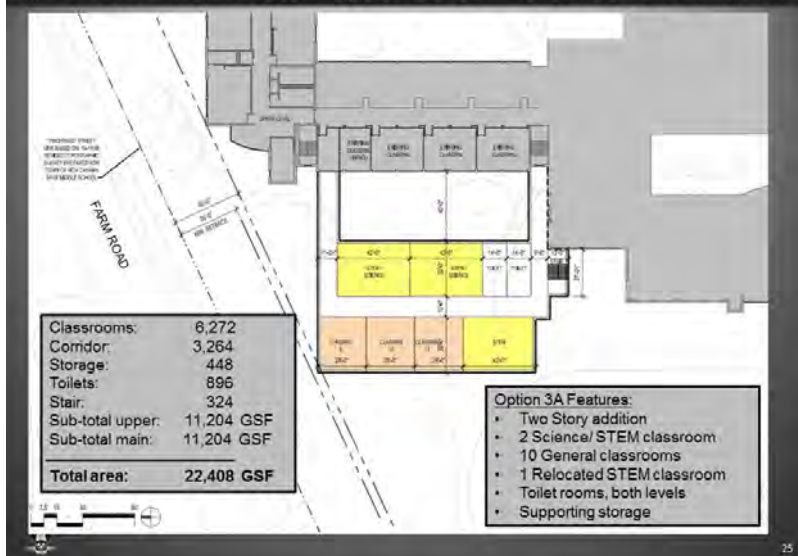
JOURNALISM & MEDIA ACADEMY, FACILITY ASSESSMENT
Hartford, CT



NEW CANAAN MIDDLE SCHOOL - FEASIBILITY STUDY

New Canaan, CT

Option 3A – Northwest – Upper Level – 12 Classrooms + STEM



Reference:

Ms. Penny Rashin, Chair, Building Committee (203) 594-4000

Completed:

2015

SLAM conducted a study for this 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands.

The feasibility study tracked the many ways in which Saxe offices and instructional rooms have been shoe-horned into spaces—including basement storage areas and hallway alcoves—that were not originally designed for the purposes they now serve.

Specifically, the feasibility study recommended adding two classrooms and one science room for fifth grade, five classrooms for the sixth, seventh and eighth grades and four special ed resource rooms, as well as "reclaiming" faculty dining space and four "team rooms.

Option 3A – Northwest – Recommended Option

Meets Most Needs:

- Provides recommended number of science classrooms
- Provides recommended number of general classrooms
- Provides recommended number of Sp. Ed. spaces
- Reclaims faculty multi-purpose/dining room
- Reclaims four team rooms
- Permits Sp. Ed. currently in corridor alcoves to move into space
- Permits the reclamation of Language/ Computer labs slated for conversion to classroom space for 2015/ 16 and 2017/18
- 2 existing 6-8 science plus 1 class room remain undersized
- Curriculum director office remain in basement
- Faculty workroom and copy room remain as Sp. Ed.
- Storage rooms converted to Sp. Ed. remain



27

Figure 39: 2014-15 Total PK-8 Seat Deficits by City Quadrants



RIDGEFIELD PUBLIC SCHOOLS - FEASIBILITY STUDY

Ridgefield, CT



DATE COMPLETED

2004

AGE OF FACILITY

Built 1960's

CONTACT INFO

Dr. Kenneth Freeston

Former Superintendent of Schools

(914) 669-5414

The S/L/A/M Collaborative provided system-wide facilities evaluations, pre-referendum services, and design for additions and renovations to the high school, middle school, and four elementary schools.

The **High School** project included 210,000-SF renovations and 90,000-SF addition for 1800 students to house state-of-the-art science classroom/labs as well as a 2-story cafeteria for 600 students that serves as a central socializing space. The new addition also houses a Culinary Arts Lab similar to a contemporary commercial kitchen.

The **East Ridge Middle School** project consisted of additions and renovations to this 40,000-SF middle school and included: new connector to annex and conversion of annex to library/computer center; conversion of existing library to an Art Suite; new science/laboratory spaces; improvements to gym, locker rooms, cafeteria, and auditorium; renovation of all classrooms; and new mechanical/electrical/technology systems.

The **Barlow Elementary School** project involved the conversion of an existing community center building into a new 100,000-SF elementary school for grades K-5, including a 35,000-SF addition. The new light-filled rooms, state-of-the-art technology,



PAWTUCKET SCHOOLS - RIDE STAGE II

Pawtucket, RI



The projects included within this (revised) Stage I application are in alignment with the visioning and master planning work done by The SLAM Collaborative (SLAM) as a supplement to the previous submission by MTG and SMMA as well as the Jacobs Facilities Conditions Assessment. Based on changes considered by the Pawtucket School District (PSD), SLAM was engaged in June 2019 to update the 9/17/18 Stage I submission to RIDE, incorporating new demographic and visioning outcomes.

The projects included for further development by SLAM as part of the Stage II process include the following:

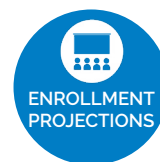
- **Comprehensive High School Renovations of Shea and Tolman High Schools**

- Following tours of historic buildings with RIDE and the RI HP & Historic Commission, renovation of both schools focuses on maintaining facades while providing necessary accessibility. Interior renovations, restoration of first floor corridors and auditorium. Limitations of available site and the historic context of each high school make expansion unlikely. PSD will consider phased construction or double sessions to allow for renovation of the two high schools.

- **District-wide Health and Safety Upgrades**

- Health and Safety work at multiple schools scheduled for summer construction periods through 2024
- **Closing of two existing elementary schools and construction of two new STEAM Elementary Schools on the existing school sites**
- Replacement of existing schools requires temporary educational space or phasing.
- Construction of new elementary schools with a higher student capacity allows shifting of student population creating space in other schools for necessary core academic space.

SLAM was subsequently selected to renovate Shea High School in association with Brewster Thornton Architects; as well as the design for the Winters STEAM Elementary School



NONNEWAUG HIGH SCHOOL

Woodbury, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

PROJECT SIZE

150,000 SF

CONSTRUCTION COST

\$52 M (est.)

COMPLETION DATE

In Construction

3/2020 (est.)

NOTABLE PROJECT FEATURES

- New school will feature a maker space where students can gather to work on projects while sharing ideas, equipment, and knowledge;
 - State-of-the-art learning environments for 21st Century Learning, including hands-on learning labs
- Renovations/improvements to athletic facilities and fields
- Project is a phased renovation while occupied

This 150,000-SF renovate-as-new project includes replacement of science labs and classrooms with new state-of-the art learning environments; installation of new hands-on learning labs; renovation of dated auditorium with all new audience seating, acoustic wall and ceiling treatments, and appropriate accessibility; renovation of performance stage to include all new flooring, curtains, theatrical lighting, and sound system; renovation of the existing gymnasium by replacing the wood athletic floor, all gym equipment, spectator bleachers, and wall padding; renovation of library media center to include a maker space and updated technology; all new finishes and furniture in the cafeteria, kitchen, offices and conference rooms.

The existing 2-story main corridor will be brightened with new finishes, new lockers, sleek metal railings, and sunlight reflecting solar tubes for lighting. To meet current energy codes, all HVAC systems are being replaced, as are plumbing fixtures and infrastructure, insulation is being added at exterior walls and the attic level, and old single-pane windows are being replaced. The building will also be upgraded to include new life safety measures including an entirely new fire suppression (sprinkler) system and to meet the CT guidelines for school safety infrastructure.

Site improvements include new parking lots, reconfigured site circulation to improve safety, a beautiful entry and graduation plaza, and plantings. Natural athletic fields will all be renovated in place and will receive a new irrigation system, and a new multipurpose artificial turf field will be installed at the existing track.



REGIONAL SCHOOL DISTRICT 12 - MASTER PLAN AND ELEMENTARY SCHOOL FEASIBILITY STUDY

Washington Depot, CT

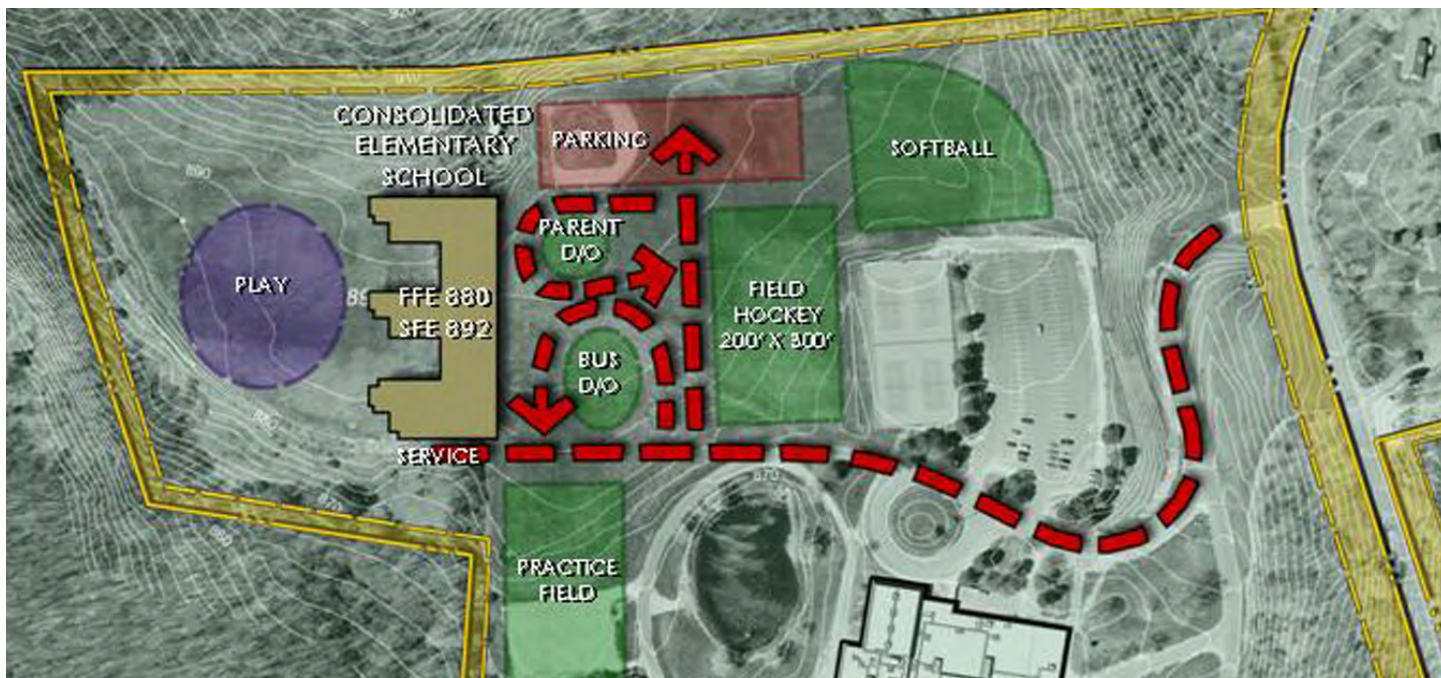
As an outcome of the master planning study we provided, SLAM conducted a feasibility study of a prospective site for a new regional elementary school. Services included the commissioning and management of engineering investigations for: site boundary and topographic survey, wetlands survey, environmental engineering, and geotechnical engineering. Design services included: site planning, architectural planning, civil and traffic engineering. Construction estimating services were included in order to present the building committee with a comprehensive feasibility study for the project, including an estimated project cost. SLAM also assisted the Building Committee in presenting the study to the community to answer constituent questions.



REGIONAL SCHOOL DISTRICT 12 - MASTER PLAN AND ELEMENTARY SCHOOL FEASIBILITY STUDY

Washington Depot, CT

The S/L/A/M Collaborative provided Master Planning services to Regional School District 12 to assist them in evaluating three existing K-5 elementary schools as well as the viability of a consolidated K-5 elementary school on a separate site. Review and refinement of the district's educational specification space program resulted in revised space programs for each school. Collaboration with the Board of Education, Steering Committee, and individual school task force members resulted in the optimal solution for each school.



TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL

Torrington, CT



SERVICES PERFORMED BY SLAM

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

PROJECT SIZE

310,000 SF

BUDGETED CONSTRUCTION COST

\$152M (est.)

FINAL CONSTRUCTION COST

TBD

DATES OF DESIGN

1/2021 - 6/2022

DATES OF CONSTRUCTION

6/2022 - 4/2025 (est.)

The project is the design of a new Middle/ High school and central administration offices on the existing 35 acre high school site. The new building is to be constructed while the existing high school remains operational. The existing track and field are to remain in place having just been completed six years prior and shall remain operational during construction. The completed project will include new fields and tennis courts to support HS and MS athletics.

Design enrollment includes 1,005 students in grades 9-12 and 645 students in grades 7-8 for a total of 1,580 students. Approximately 30 central administration staff will also be included in the building.

The high school curriculum will include six academic pathways: STEM/Hi-Tech Manufacturing, Education, Public Safety/ Criminal Justice, Applied Arts, Business and Health & Wellness and provide modern learning environments, premier performing arts spaces in support of Torrington's award winning visual and performing arts curriculum.

The relocation of middle school enrollment to the new middle/high school campus is part of a larger district master plan that will permit the re-purposing of the existing middle school into a grade 4-6 facility, thus transforming the existing elementary schools into grade K-3 facilities.

The school is being designed to CT High Performance Building Standards, LEED Gold Equivalent.

TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL

Torrington, CT



NOTABLE PROJECT FEATURES

- Maker Spaces
- Six Academic Pathways
- Performing and visual arts programs
- On-site school readiness program supports the Education Pathway
- Industrial and Performing Arts culture of Torrington was the inspiration for the school's design



OX RIDGE ELEMENTARY SCHOOL AND EARLY LEARNING PROGRAM

Darien, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

CONTRACT NUMBER

035-0117N

PROJECT SIZE

110,000 SF

BUDGETED CONSTRUCTION COST

\$54.0M

FINAL CONSTRUCTION COST

TBD

DATES OF DESIGN

05/2019 - 07-2020

DATES OF CONSTRUCTION

9/2020 - 8/2023 (est.)

Design of a new 110,000-SF, PK-5 School to provide an inspirational place of learning for 428 K-5 students. The facility will also house a district-wide Early Learning Program for 150 PreK students. The design will include flexibility toward future expansion as well as flexibility of programmatic uses of designed spaces to provide a variety of learning environments and consideration of potential community access and use of facilities. The project will be designed to integrate sustainable design principles. The new school will be built on open space on the current site, while the existing school remains operational.

Notable Features

- Separate ELP (Pre-K) wing, positioned for shared use support facilities with the K5 wing
- Neighborhood classroom "pods" by grade level K-5
- Learning Commons/Learning Corridor" for breakout space outside the classroom, by grade level
- Main courtyard as a central organizing feature, with outdoor curriculum space
- Building and site design integrated into existing site topography

OX RIDGE ELEMENTARY SCHOOL AND EARLY LEARNING PROGRAM
Darien, CT



WEAVER HIGH SCHOOL

Hartford, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Cost Estimating

PROJECT SIZE
250,000 SF

CONSTRUCTION COST
\$110 M (est.)

COMPLETION DATE
7/2019 (est.)

Transformation (renovate-as-new) of a 1970's era 370,000-SF high school built for 2000 students into a modern, theme-driven school to accommodate 900 students in grades 9-12. Three theme offerings include: Richard J. Kinsella Magnet School for the Performing Arts, Journalism and Media Academy and High School Inc., Hartford's Insurance and Finance Academy, the curriculum for which is based on the National Academy Foundation Finance model.

The school is being designed to CT High Performance Building Standards, LEED Silver Equivalent.

NOTABLE PROJECT FEATURES

- Transformation of a 1970's building with windowless classrooms into a 21st century learning environment
- Integration of three distinct school programs under one roof through careful programming and development of spaces that could be used by multiple programs
- Renovation of a 1,400-seat auditorium and development of a 200-seat Black Box theater
- Band, strings, and choral classrooms; dance, music and drama studios
- CAD/Maker lab, Computer Graphic Arts, and Traditional Art Studios
- TV Studio and control room and Radio Station (WQTQ)
- Entrepreneurial and insurance lab, Finance Lab and Marketing Lab
- Team Based learning Lecture Hall (TBL)
- Site Improvements to provide dedicated bus and parent drop off lanes, improved 400-meter, 8-lane track and synthetic turf four-sport competition field with spectator seating





WATERBURY PUBLIC SCHOOLS



Kemp A. Morhardt, AIA
Principal-In-Charge



Amy Samuelson, AIA, LEED AP
Project Manager



Michael Zuba, AICP, NCI
Director of Public Education
Master Planning



James Hoagland, AIA, LEED AP
Design Architect



Amy Mund Christmas, ALEP
Programmer/Planner



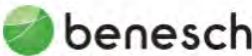
Nate Bernier, CPE, LEED AP
Chief Cost Estimator

CONSULTANTS

MEP/FP Engineering



Civil / Environmental &
Landscape Architecture



LEP Consulting Services



KEMP MORHARDT, AIA

Principal-in-Charge



EDUCATION

B. A. Arch, University of North Carolina at Charlotte

B. S., Civil Engineering, University of Connecticut

A.S. Architectural Technology, Hartford State Technical College

REGISTRATIONS

CT, MA, NY, RI
NCARB

MEMBERSHIPS

American Institute of Architects

Association for Learning Environments (A4LE)

American Society of Civil Engineers (ASCE)

ACTIVITIES

Greater Hartford Jaycees, Volunteer

American Red Cross, Volunteer

Board of Directors for First Church Nursery Schools

WHYBL, Coach

WHGSL, Coach

AWARDS & HONORS

2020 CT CREW, Weaver HS - Best in Class Education

2012 CEFPI, Northeast Region, Project of Distinction Award, Metropolitan Business Academy

2011 Real Estate Exchange, Best in Class, Educational Category, Metropolitan Business Academy

2011 CT Building Congress, Project Team Award of Merit, K-12 Schools, Metropolitan Business Academy

Kemp is a Principal of the firm and the leader of SLAM's Public Education practice. He is a member of the Education Studio leadership team, with a focus on the development of the K-12 and Higher Education markets. He serves on SLAM's board of directors, and the board of directors for SLAM's construction services group. With over 25 years of architectural and engineering design experience on a broad range of institutional and civic projects, he brings a unique perspective to projects with a personal commitment to clients and project teams. As an Architect, his ability to listen and understand a client's vision and expectations fosters close collaboration in transforming their ideas into built form. Kemp's extensive project management experience and meticulous attention to detail has helped SLAM build an impeccable track record of delivering complex projects on-schedule and frequently under budget, without sacrificing scope, design or construction quality. His commitment to sustainable design, especially in the areas of environmental stewardship, energy efficiency and reduced life cycle costs, yields significant dividends to our clients in the form of a reduced carbon footprint and long-term operational savings.

WATERBURY PUBLIC SCHOOLS, FACILITY UTILIZATION & REDISTRICTING STUDY

Study to analyze enrollment needs, inventory existing school facilities, and develop a plan to align demographics with school facility needs, space requirements, and education vision for the district's preK-8 grade system

WATERBURY PUBLIC SCHOOLS, LONG-RANGE FACILITIES PLANNING

Study to provide design and planning services for educational facility assessments, demographic study, and utilization analysis, across the district and facility best use master plan to consider the future needs of Waterbury students. The master plan is a data driven process that aligns with the District's Strategic Plan goals, as well as national educational standards, and provides a structured yet malleable framework for implementation.

GROTON SCHOOLS LONG-RANGE FACILITIES PLAN

Comprehensive analysis of the district enrollment projections, elementary, middle school and high school facility assessments and test fit studies in support of potential re-districting scenarios. SLAM's role was to inventory and evaluate the existing facilities in the context of the district educational specifications and prepare site and building test fits (feasibility studies) for new construction scenarios as well as prospective reuse scenarios (e.g. middle school converted to elementary). The project scope also included cost modeling for multiple facility upgrade/reuse scenarios to provide town leaders with the necessary decision making information and data for presenting the project for referendum. Completed 2013

HARTFORD PUBLIC SCHOOLS, FACILITY MASTER PLAN

Inventory, assessment and capacity analysis of all the schools in the Hartford district; the work also includes the development of planning options for facilities best use moving into the future to address changing enrollment dynamics in the context of magnet choice and open choice opportunities in the Greater Hartford region.

NEW CANAAN MIDDLE SCHOOL, FEASIBILITY STUDY

Study for 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands; developed a feasibility study for a 12-classroom addition including STEM classrooms.

REGION 12 SCHOOL DISTRICT, MASTER PLAN

Master Planning services to assist in evaluating three existing K-5 elementary schools and the viability of a proposed consolidated K-5 elementary school on a separate site. Review and refinement of the district's educational specification space program resulted in revised space programs for each school. Collaboration with the Board of Education, Steering Committee, and individual school task force members resulted in the optimal solution for each school.



AMY SAMUELSON, AIA, LEED AP

Project Manager



Amy, an Associate Principal with SLAM, has been with the firm since 1995 and has more than 25 years of experience as a project architect and manager. With expertise in education facilities of all types, she was recently named to the Studio Core Team Leadership as the Management and Human Resources Leader. Highly regarded for her exceptional team building skills, Amy manages complex projects, overseeing large teams from planning through design and construction and was recently awarded the AGC Designer of the Year award. Heavily involved in public schools required to follow the SSIC Guidelines, she has attended numerous seminars and training programs related to security in public schools. She is a member of the Connecticut School Construction Coalition, representing the Connecticut AIA, and is a presenter at the Coalition's annual education forum for town officials and school administrators. Amy

EDUCATION

B. of Architecture and B. of Science
in Architecture, Magna Cum Laude,
The Catholic University of America in
Washington, DC.

REGISTRATIONS

CT

MEMBERSHIPS

American Institute of Architects (AIA)
AIA Connecticut, Board of Directors
member
United States Green Building Council-LEED
Accredited Professional (Leadership in
Energy and Environmental Design)

AWARDS

Association of General Contractors (AGC)
Designer of the Year, 2019
D.C. AIA Merit Award for Senior Design/
Build Project
Benjamin T. Rome Award for Leadership,
Academics, and Professionalism.

PRESENTATIONS

Ed Spaces Conference, November 2022
"Success Through Inclusion: Maximizing
In-District Special Education Program
Potential"
2021 CABA/CAPSS Convention, Success
Through Inclusion: Maximizing In-District
Special Education Program Potential

WILTON MILLER-DRISCOLL FEASIBILITY STUDY

Feasibility study to determine how best to accommodate the Town's Pre-school and K-2 grades. The feasibility study provided designs for upgrading the existing layout of the classroom pods, for greater efficiency, as well as suggestions for a redesign of the school's main entrance, and of the Administration Department.

GROTON MIDDLE SCHOOL

New 155,000-SF middle school for 950 students in grades 6-8; school will follow the International Baccalaureate Middle years Programme and include STEM & Arts and Humanities pathways

MYSTIC MIDDLE SCHOOL

Design of a 24,000-SF addition and 53,000-SF renovations. Project includes four new classrooms, and new library, gymnasium, band and choral practice facilities. Renovations to the existing building will include code updates for health, fire, and safety; and technology wiring to allow for Internet connection throughout the school

NONNEWAUG HIGH SCHOOL

150,000-SF renovate-as-new project to include replacement of science labs and classrooms; installation of new hands on learning labs; renovation of auditorium, stage, and gymnasium; renovation of library media center, cafeteria, kitchen, offices and conference rooms; renovation of athletic facilities and fields; upgrades to HVAC, technology and code; hazmat abatement

OX RIDGE ELEMENTARY SCHOOL

New 110,000-SF, PreK-5 elementary school for 428 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

RIDGEFIELD HIGH SCHOOL

210,000-SF renovations and a new 90,000-SF addition for 1800 students that houses state-of-the-art science classroom/labs, as well as a 2-story cafeteria for 600 students that serves as a central socializing space. The new addition also houses a Culinary Arts Lab similar to a contemporary commercial kitchen. Construction cost: \$32.9M. Completed 2004.

SAMUEL STAPLES PREK-5 SCHOOL

121,000-SF new elementary school for 850 students, grades PreK-5; the school is broken down into classroom neighborhoods to allow for a simple organization, enabling young children to easily navigate the large-scale building. Recipient of numerous design awards, including 2009 AIA/CAE Educational Facility Design Award Citation

TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL & BOE OFFICES

New 310,000 SF Middle and High School facility for 1,650 students in grades 7-12, as well as 8,000 SF for the Central Office Administration, to be located on the current Torrington High School campus.

JAMES HOAGLAND, AIA, LEED AP

Project Manager/Design Architect



EDUCATION

B. Architecture - Syracuse University

REGISTRATIONS

CT, MA, NCARB

MEMBERSHIPS

American Institute of Architects (AIA)

United States Green Building Council -
LEED Accredited Professional (Leadership
in Energy and Environmental Design)

AIA Committee on Architecture for
Education (CAE)

AIA CT - Architectural Experience Program
(AXP) Task Force

Adjunct Professor, University of Hartford
Board of Trustees, South United Methodist
Church

OTHER

2020 - 2021

Regional Senior Development Architect
for a Master Facility Planning Process that
delivers a comprehensive report to school
districts to address infrastructure, overall
facility and programmatic needs.

Jim is a Senior Associate with SLAM and brings over 20 years of experience on educational projects, with a specific affinity for K-12 work. Jim has a passion for creative design and has a proven reputation for delivering thoughtful solutions to complex architectural issues. He has successfully led a variety of project teams, working in a variety of school districts across the Northeast region with a wide range of scope and scale. Jim is a good verbal and written communicator and has become a valued SLAM team member. He also enjoys mentoring junior staff members and his recent involvement with the AIA Connecticut's Architectural Experience Program (AXP) Task Force and the in-house AXP candidates has been very rewarding.

OX RIDGE ELEMENTARY SCHOOL, DARIEN, CT

New 110,000-SF, PreK-5 elementary school for 428 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

PAWTUCKET UNIFIED HIGH SCHOOL, PAWTUCKET, RI

New 420,000-SF High School that will replace two existing outdated High Schools in the City. Initial efforts include programming, site test fits, preliminary design and regulatory guidance for the Ad-Hoc Subcommittee.

ROGERS HIGH SCHOOL, NEWPORT, RI

Design and construction administration of a replacement high school and related site work; the school campus will be occupied during construction. The new school will provide flexible learning spaces and state-of-the-art design.

DUGGAN K-8 SCHOOL, WATERBURY, CT*

Renovation/addition utilizing a 31,000 SF historic renovation of a 1890 Richardsonian Romanesque school and a 45,000 SF addition that is configured to maximize student engagement within the new grade configuration on a tight urban site with steep slopes and reflects a strong sense of the neighborhood's commitment to the community.

JOHNSTON PUBLIC SCHOOLS NEW ELEMENTARY SCHOOL, JOHNSTON, RI

New elementary school for 1,100 students in Grades 1-4 to consolidate 4 elementary schools in the district. The new school includes multiple music, art, STEAM, media center, special education and enhanced educational environments. The layout embraces their familiar neighborhood school feel by creating neighborhoods of spaces centered around learning commons to bring the scale of the building down to a child friendly size.

PLANNING STUDIES - K12 PUBLIC*

- Amherst-Pelham Regional School MS/HS Consolidation Plan, MA*
- Caleb Dustin Hunking School Feasibility Study, Haverhill, MA*
- Groton Public Schools K-12 Master Planning Study, Groton, CT*
- Guilford High School Site Feasibility and Selection Study, Guilford, CT*
- Little Compton Schools Master Plan, Little Compton, RI*
- Manchester Public Schools, District-Wide Master Plan, Manchester, CT*
- Naugatuck Public Schools Facilities Utilization Study, Naugatuck, CT*
- Robertson and Washington Elementary School Feasibility Study,

AMY MUND CHRISTMAS, ALEP

Lead Academic Programmer/Planner



EDUCATION

B. Arch. - Wentworth Institute of Technology

MEMBERSHIPS/CREDENTIALS

Accredited Learning Environments Planner
(ALEP)

Society for College and university Planning
and university Planning (SCUP): Planning
Institute Alumna (2016-2018)

Association for Learning Environments
(A4LE)

RECENT PRESENTATIONS

Ed Spaces Conference, November 2022
"Success Through Inclusion: Maximizing
In-District Special Education Program
Potential"

ALA Atlanta, August 2022, "Breaking the
Barrier: Incorporating Universal Design"

Connecticut Association of Boards of
Education/Connecticut Association of
Public Superintendents (CABE/CAPSS)
Convention, November 2021 "Success
Through Inclusion: Maximizing In-District
Special Education Program Potential"

Mechanical Engineering Chair Summit,
August 2019 "Shared and Collaborative
Spaces"

ACUI Regional Conference, November
2018 "Changing Student Culture Through
Renovated Student Center Space: Scalpel
vs. Sledge Hammer"

A4LE LearningSCAPES National
Conference, October 2017, A4LE Northeast
Conference, March 2017 "Classroom to
Career: When You Get to a Fork in the Road,
Take It"

SCUP 50 National Conference, July 2015:
"How Curriculum and Space Can Learn
From Each Other"

AIA National Conference, May 2012: "How
People Learn: Connecting Research on
Learning to Planning, Designing, and
Assessing 21st Century Learning Spaces"

IFMA Facility Fusion Conference, March
2011: "How Does Your Campus Measure
Up? Assessing your campus' ability
to accommodate the new learning
environments"

Amy, an Associate Principal at The S/L/A/M Collaborative, has been with the firm for 24 years. She specializes in education work, particularly planning and program development. She is an expert and was key in developing the firm's Outcomes-Based Planning and Programming, a unique metric designed to help education clients assess the value of complex outcomes. Amy is one of only a few Accredited Learning Environment Planners in the State of Connecticut.

REGION 12 SCHOOL DISTRICT, FEASIBILITY STUDY AND MASTER PLAN

Master planning services in evaluating 3 existing K-5 schools, as well as the viability of a consolidated K-5 elementary school on a separate site; feasibility study of a prospective site for a new regional elementary school; update consisting of probable cost estimates for new PreK-5 and PreK-12 facilities.

NEW CANAAN MIDDLE SCHOOL, FEASIBILITY STUDY

Study for 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands; developed a feasibility study for a 12-classroom addition including STEM classrooms.

PAWTUCKET SCHOOL DISTRICT, MASTER PLAN AND STAGE II SUBMISSION

Development of a comprehensive master plan for all 16 schools in the Pawtucket school district as well as Stage II submission (through Schematic Design) for 4 schools: Shea High School, Tolman High School, Baldwin Elementary School, and Winters Elementary School, as well as district-wide health and safety upgrades.

WATERBURY CAREER ACADEMY

Programming, planning, and design for new innovative 150,000-GSF career and technical education center for students in grades 9-12. Programs include computer sciences, engineering technology, and human and health sciences. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

CREC PUBLIC SAFETY ACADEMY

New 150,000-SF state-of-the-art facility for 700 students, grades 6-12; goal is to prepare students for a career in public safety and community services, including police, fire, and emergency medical services. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

EAST HAMPTON HIGH SCHOOL

121,000-SF renovate-as-new, phased project for 580 students in grades 9-12. Project includes 93,000-SF renovation of existing space and a 28,000-SF addition to house a new science wing, lecture hall, and expanded cafeteria and gymnasium areas. Project also included the design of major site improvements to the main entrance, student drop off areas, overall vehicular and pedestrian circulation, on-site solutions for sustainable drainage and enhance the connection and experience of the existing athletic facilities

GROTON MIDDLE SCHOOL

New 154,000-SF middle school for 950 students in grades 6-8; school will follow the International Baccalaureate Middle years Programme and include STEM & Arts and Humanities pathways.

JOURNALISM & NEW MEDIA HIGH SCHOOL

53,000-SF addition and 25,000-SF renovation (renovate-as-new) to provide a school for 400 students in grades 9-12. The new facility will deliver cutting-edge curricula and innovative programs that will build skills in critical thinking and creative media production.

MICHAEL ZUBA, AICP, NCI

Director of Public Education Master Planning



EDUCATION

MS, Environmental Science University of New Haven

BS, Environmental Science Wilkes University

REGISTRATIONS

Certified Planner, American Institute of Certified Planners (AICP)

National Charrette Institute (NCI)

Certification in GIS University of New Haven

MEMBERSHIPS

American Planning Association

National Charrette Institute

Connecticut Economic Development Association

Mike is a certified planner with over 20 years of experience working in the A/E consulting industry, with a focus on master planning, demographics, and enrollment projection planning for K-12 projects, as well as expertise in land use and zoning. He also has extensive experience serving as a facilitator for public and private clients' planning processes including master plans, development projects, school redistricting, facility master plans, zoning regulations and community comprehensive plans. Since 2000, Mike has assisted more than 60 communities on a variety of projects ranging from demographics and land use to comprehensive plans. He understands the complexity of modern planning projects, balancing input from many stakeholders, managing project dynamics, and fostering public involvement.

CHESHIRE ELEMENTARY FACILITIES PLANNING

Developed school realignment and redistricting scenarios to support Cheshire's elementary school plan and construction program. As part of the master planning process, developed a program to re-organize from a five to four elementary school alignment. Through the construction of new elementary schools on the northern and southern ends of Town, this plan aims to address enrollment pressure and capacity concerns, while addressing capital needs across the elementary buildings. Additionally, 10-year enrollment projections were prepared to support Cheshire's pre-referendum and construction grant process.

DANBURY PUBLIC SCHOOLS ENROLLMENT PROJECTIONS FOR CAREER ACADEMY

Developed 10-year Comprehensive enrollment projections to support Danbury's school construction program for Danbury's Career Academy, with a planned capacity of 360 middle school students (grades 6-8) and 1,100 high school students (grades 9-12). Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

FAIRFIELD PUBLIC SCHOOLS (COOPERATIVE ED SERVICES) 10-YEAR PROJECTION STUDY

Developed 10-year comprehensive enrollment projections for Fairfield's eleven elementary schools, three middle and two high schools. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends. The baseline enrollment projections were used to develop elementary school reconfiguration and redistricting scenarios that helped guide the district's facility improvement plan and Fairfield's racial balance plan.

MANCHESTER PUBLIC SCHOOLS 10-YEAR PROJECTIONS

Developed 10-year comprehensive enrollment projections to support Manchester's elementary school construction program, which reorganized grade grouping and attendance zones. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

MADISON PUBLIC SCHOOLS ENROLLMENT PROJECTIONS UPDATE

Developed 10-year Comprehensive enrollment projections to support Madison's pre-referendum planning and school construction program which further consolidates school facilities and reorganizes grade grouping and attendance zones. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

MILFORD PROJECTIONS UPDATE

Developed 10-year Comprehensive enrollment projections for Milford's eight elementary schools, 3 middle and two high schools. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

NATE BERNIER, CPE, LEED AP

Chief Cost Estimator



EDUCATION

A. S. Architectural Design, Three Rivers
Community College

B.S. Construction Management, Central CT
State University

M. S. Construction Management, Central CT
State University

CERTIFICATIONS

Certified Professional Estimator (CPE)

LEED Accredited P Professional (LEED AP)

PROFESSIONAL QUALIFICATIONS

Adjunct Professor, Three Rivers Community
College

Nate is a Senior Estimator for S/L/A/M Construction Services and a Senior Associate of the Firm. He has over 23 years of experience as an estimator with a high success rate of working with designers and Owners to value manage projects within their respective budget. Nate works collaboratively with the SLAM design team developing conceptual design budgets, evaluating constructability issues, preparing cash flow analysis and leading value management. His work on numerous pre-construction efforts on multiple projects, has resulted in cost reductions of 5-12%. **Nate is a Certified Professional Estimator (CPE)**

OX RIDGE ELEMENTARY SCHOOL

New 110,000-SF, PreK-5 elementary school for 465 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

BULKELEY HIGH SCHOOL, RENOVATION

Renovate-as-new project of windowless 285,000-SF school into a modern high school for 850 students, grades 9-12. The project also includes a 70,000 SF district-wide support facility to house BOE offices, welcome center and print shop, Regional School Choice offices, and Nutrition Services central warehouse, commissary and distribution center.

NONNEWAUG HIGH SCHOOL, ADDITION & RENOVATION

Nonnewaug High School was a 150,000 SF renovate-as-new project. It included the replacement of science labs and classrooms with new state-of-the art learning environments; installation of new hands-on learning labs; the renovation of a dated auditorium with all new audience seating, acoustic wall and ceiling treatments, and appropriate accessibility. The renovation of the high school's performance stage including all new flooring, curtains, theatrical lighting, and sound system; renovation of the existing gymnasium by replacing the wood athletic floor, all gym equipment, spectator bleachers, and wall padding; renovation of library media center to include a maker space and updated technology; all new finishes and furniture in the cafeteria, kitchen, offices and conference rooms.

CANTERBURY SCHOOL

Design of a new two-story, 22,000-SF innovative center for 350 students to serve as signature facility for the campus; includes maker spaces, flexible, multi-use classrooms, and student center with cafe

THE FREDERICK GUNN SCHOOL, COMMUNITY & ARTS CENTER

New 30,000-SF community and arts center to house a 500-seat theater, visual arts studios, music studios, digital arts classrooms, dance studio and gallery/display spaces.

PHILLIPS EXETER ACADEMY - NEW STUDENT DORMITORY

Performed schematic and design development estimates for the design of a new 44,000-SF 4-story dormitory building.

PROVIDENCE COLLEGE, ALBERTUS MAGNUS RENOVATIONS

Departmental / End-User needs assessment, Program and verification, existing condition building analysis as well as reviewing opportunities for new student gathering / common spaces for informal learning, enhanced building identity within the Campus, and to provide a more pronounced entry point to the building complex.

SPRINGFIELD COLLEGE - HEALTH SCIENCES BUILDING

Performed schematic, design development estimates and cost analysis for a new 80,000-SF 4-story Health Sciences Building.

STUDIOJAED COMPANY PROFILE



1978
ESTABLISHED

29
TEAM MEMBERS



40+
YEARS

2 OFFICE
LOCATIONS



QUALITY



RESPONSIVENESS



TIMELINESS

StudioJAED is an industry leader in the utilization of technology and green design. Our in-house architecture, engineering and facilities group allows our clients enhanced control of their project budgets and schedules. Our integrated design services use an in-house architectural / engineering team concept with active principal involvement. Our work plan allows for compact scheduling and maximizes face-to-face services provided to our clients. Our designs bring Responsible Innovation™ to your buildings, which provides the highest quality, most creative, state of the art concepts, solutions and engineered designs that are within the project budget.



ARCHITECTURE

StudioJAED executes our projects with an evidence-based approach. Only after understanding our clients' needs and applying cutting-edge architectural solutions can we provide Responsible Innovation™ to our client's projects. We recognize that every decision we make during design affects everything else in the finished building, which is paramount to our integrated design A/E teams.



FACILITY CONDITION ASSESSMENT

StudioJAED has special expertise in planning, performing and managing deferred maintenance and educational adequacy facility condition assessments. We are recognized nationally for our knowledge and development of an assessment and capital planning process that has proven to be both effective and efficient, while maximizing the value of the client's budget.



MEP ENGINEERING

StudioJAED provides comprehensive mechanical, electrical and plumbing engineering, expertly focused on the unique operational needs of our clients. Our experience in new and upgraded central plants, distributed equipment upgrades and critical power installations delivered using our in-house quality assurance and cost estimating guarantee that our clients receive the on-time and budget performance required for complex MEP projects.



MASTER PLANNING

StudioJAED's comprehensive master planning ensures that our clients have physical spaces that support future academic programs delivered in a vibrant living and learning community. Our process engages the community to plan for future academic spaces, recreational facilities, green space, transportation solutions and the best use of current buildings.



EDUCATIONAL PLANNING

Writing educational specifications draws all user groups together and builds consensus around common educational and community goals. The process of defining educational specifications provides an opportunity for everyone who uses the facility to express their needs and specific program requirements in writing, while also giving planners and designers an opportunity to integrate these needs into the facility design.



SUSTAINABLE & HIGH PERFORMANCE DESIGN

StudioJAED has LEED™ Accredited Professionals, Energy Star Engineers and Certified Energy Managers on staff. With experience in both LEED™ and CHPS protocols, the StudioJAED team has the necessary expertise and experience to provide our clients with sustainable, high-performance, energy-efficient solutions that are responsibly delivered within budgetary constraints.



COMMUNITY/STAFF ENGAGEMENT

A key design step to an award-winning project is to engage user groups, in well-orchestrated, fun sessions to gather ideas and document initial preliminary designs. This process involves key members of our project team meeting with your major stakeholders to develop a concept-level plan for the design of your facility. The design charrette process allows our design and planning professionals to become tools to combine the input from all facets of your organization and develop it into a cohesive plan.



INTERIOR DESIGN

Our interior design services are a creative practice combining both form and function. The goal of our practice is to improve the quality of interior space by increasing efficiency, safety and beauty. Our interior design services include analyzing programmatic information, establishing conceptual direction, refining the design direction and producing graphic communication and construction documents to shape the experience of interior space.

BRIAN M. ZIGMOND, P.E., CEM

ASSISTANT PROJECT MANAGER & LEAD ENGINEER



BIOGRAPHY

Brian is a mechanical engineer and a Certified Energy Manager and is responsible for the management of the technical design for various control systems at StudioJAED. His credentials include a strong focus on a holistic approach to engineering in building design, specifically on the interaction between the occupants and the built environment. His project history proves his commitment to bringing in large and complicated projects on time and in budget, and his vast experience in energy conservation projects is applied to every project. Away from work, Brian enjoys spending time on the water with his family. He is an avid trail runner and mountain-biker, who enjoys competing in varying outdoor race events with his wife.



PROFESSIONAL AFFILIATIONS

- Licensed Professional Engineer
- Association of Energy Engineers/Certified Energy Manager
- DE Association of Professional Engineers

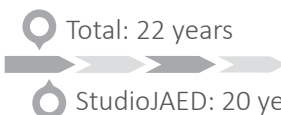
EDUCATION

- Bachelor of Mechanical Engineering, University of Delaware


CURRENT REGISTRATIONS

- | | |
|---|--|
|  RI 8474 |  CT PEN.0026976 |
|  DE 12905 |  MA 51653 |
|  MD 34974 |  DC PE905699 |
|  NJ 24GE045325 |  SC 26302 |
|  PA PE037089R | |

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 600+ Million

PROJECT EXPERIENCE

- New Gilpin Manor Elementary School, Elkton, MD
- Pell Elementary School Classroom Addition, Newport, RI
- New Chesapeake City Elementary School, Chesapeake City, MD
- Red Clay Multiple Capital A/E Projects, Wilmington, DE
- Providence Career and Technical Academy, Providence, RI



DAVID T. SPANGLER, P.E.

 MECHANICAL / IT ENGINEER



BIOGRAPHY

Mr. Spangler has experience on a wide range of government and educational renovation and new construction projects. David specializes in facility condition assessments as well as information technology infrastructure design. He also has experience with asbestos abatement design and project management. Dave holds Asbestos project designer and building inspector certificates as well a State of Delaware Asbestos Project Monitor certificate. His educational experience includes Indoor Air Quality remediation and a wide range of HVAC system applications, as well as life cycle costing analysis. In his spare time, he enjoys flying and instructing in multi-engine and single-engine airplanes, helicopters, and drones as well as scuba diving.











PROFESSIONAL AFFILIATIONS

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying

EDUCATION

- Bachelor of Mechanical Engineering, *University of Delaware*
- Master of Business Administration, *University of Delaware*

CURRENT REGISTRATIONS

- | | |
|---|---|
|  RI 8471 |  NJ 24GE04491800 |
|  DE 11015 |  PA PE062283 |
|  MD 23229 |  AR 11598 |
|  VA 033547 |  CA M31268 |

YEARS EXPERIENCE

 Total: 28 years

 StudioJAED: 28 years

CONSTRUCTION MANAGED

 210 Million

PROJECT EXPERIENCE

- Nuclear Magnetic Resonance Spectroscopy Lab, *Glassboro, NJ*
- Benefit Street Lighting Replacement, *Providence, RI*
- LLW Justice Center Elevator Modernization, *Wilmington, DE*
- CCRI Flanagan Campus Auditorium Renovation, *Lincoln, RI*
- Princeton Campus-Wide Assessment & Planning, *Princeton, NJ*



DANIEL SHURINA, P.E., LEED AP BD+C

 MEP ENGINEER



BIOGRAPHY

Mr. Shurina is a licensed mechanical engineer who brings contractor experience to his role at StudioJAED. Dan brings extensive CAD and 3-D modeling experience in pumping systems and compressed liquids, including LP gas and HVAC systems. With his LEED Certification and contractor experience, Dan brings unique knowledge of efficient and effective system design to every project. Additionally, Dan has certifications in refrigerants and gas piping. Aside from being heavily experienced in the design of mechanical and plumbing systems, Dan enjoys spending his free time doing various outdoor activities. Dan is into fishing and hunting, and has a knack for backyard agriculture.






PROFESSIONAL AFFILIATIONS

- Professional Engineer
- Leadership in Energy and Environmental Design Accredited Professional for Building Design and Construction

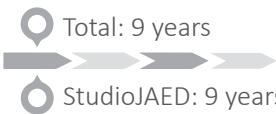
EDUCATION

- Bachelor of Mechanical Engineering, University of Delaware

CURRENT REGISTRATIONS

-  RI 12499
-  DE 19964
-  MD 50356

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 135 Million

PROJECT EXPERIENCE

- Elmwood Recreational Center, Providence, RI
- Benefit Street Lighting Replacement, Providence, RI
- Portsmouth Senior Center Building Envelope, Portsmouth, RI
- CCRI Flanagan Campus Auditorium Renovation, Lincoln, RI
- Brook Street Fire Station Kitchen Renovation, Providence, RI



PARAG H. PATEL, P.E.

ELECTRICAL ENGINEER



Biography

Mr. Patel has been providing electrical engineering design and consulting services for more than 35 years for educational, banking, commercial, and industrial clients. His qualifications include extensive on-site surveying and assessment, comprehensive electrical system design, cost estimations, and development of construction documents for renovation and new construction projects. Parag has worked on countless educational projects as an electrical engineer across multiple states for a wide variety of clients ranging from K-12 to higher education. Outside of engineering, Parag is well versed in and thoroughly enjoys photography and also spends much of his free time traveling around the world.



Professional Affiliations

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying

Education

- Bachelor of Electrical Engineering, Gujarat University, Ahmedabad, India
- Associates of Electronics Engineering Tech, Columbus Technical Institute

Current Registrations

- | | |
|--|---|
|  DE 10552 |  NJ 24GE04120600 |
|  RI 8766 |  PA 051853E |
|  MD 22399 | |

Years Experience

 Total: 37 years



 StudioJAED Partner: 20 years

Project Experience

- Caesar Rodney HS Renovations & Additions, (Camden, DE)
- LLW Justice Center Elevators Modernization, (Wilmington, DE)
- Carvel Building Multiple Interior Renovations, (Wilmington, DE)
- Seaford High School Planning & Additions, (Seaford, DE)
- DelDOT Admin. Building Multiple Renovations, (Dover, DE)



TREVOR CRIST, EIT

 MECHANICAL DESIGNER



BIOGRAPHY

Mr. Crist's experience includes leading projects with numerous school districts and government agencies. At the inception of a project Trevor assesses requirements and works with architects to design repairs and replacements. As a tech-minded individual, Trevor focuses on the performance of a building's mechanical systems to continually provide clients with safe, reliable and sustainable design choices. As a mechanical designer for this project, Trevor will confidently hold multiple responsibilities that will be supported by and crucial to the rest of the StudioJAED team. Outside of the office, Trevor enjoys playing guitar and many other various musical instruments and also enjoys woodworking.



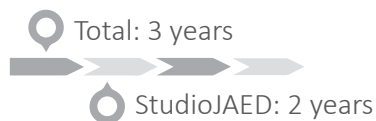
PROFESSIONAL AFFILIATIONS

· Engineer in Training Certification

EDUCATION

· Bachelor of Mechanical Engineering,
University of Delaware

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 6 Million

PROJECT EXPERIENCE

- Pell Elementary School Classroom Addition, *Newport, RI*
- Perryville Elementary School Additions, *Perryville, MD*
- Elmwood Community Center Renovations, *Providence, RI*
- Classical High School Master Planning & Design, *Providence, RI*
- DE Department of Transportation Admin. Building, *Dover, DE*



JOSEPH A. DONOHUE, P.E.

ELECTRICAL ENGINEER



Biography

Mr. Donohue has been working in electrical field since 2013. He began his career as an Apprentice Electrician. He also worked as an Electrical Engineering Intern while in college. After graduating from the Pennsylvania State University in 2016, he began work with StudioJAED as an Engineer-In-Training until earning his P.E. and becoming a Licensed Professional Engineer in 2021. Since Joe has been with StudioJAED, he has worked on numerous projects, specializing in comprehensive electrical system design, lighting system design, control systems, and the development of construction drawings and specifications for both renovations and new construction projects. In his spare time, Joe enjoys restoring vintage automobiles.





Professional Affiliations

- Licensed Professional Engineer
- Delaware Association of Professional Engineers


Education

- Bachelor of Electrical Engineering,
Pennsylvania State University, Pennsylvania

Current Registrations

-  DE 25876
-  NJ 24GE05850500

Years Experience

 Total: 5 years



 StudioJAED: 5 years

Project Experience

- Caesar Rodney HS Renovations & Additions,
(Camden, DE)
- University of Delaware Arsht Hall Site Lighting,
(Newark, DE)
- Richardson & Robbins Building High Voltage
System Replacement,
(Dover, DE)
- Carvel State Office Building Lobby Electrical
Design ,
(Wilmington, DE)
- DEARNG Training Site Infrastructure Electrical
Upgrades/Replacement ,
(Bethany Beach, DE)





WHO WE ARE

Benesch is a multi-disciplined engineering and professional services firm. Roads, bridges, schools, parks and airports are just a few examples of where you can find our work. We enhance infrastructure and communities across the country – creating spaces and providing connections in ways that make a difference.

As a mid-sized firm, we are nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength. As a matter of practice, we look for ways to exercise innovation and resist relying on how things have been done before.

Since 1946, Benesch has successfully completed thousands of planning, design and engineering projects throughout the United States and is currently ranked #100 among the Top 500 Design Firms in the country by Engineering News Record.

Alfred Benesch & Company



ENR
TOP 500 DESIGN FIRMS
#100

WHAT WE DO



Municipal



Education



Site Development



Traffic/Roadway



Land Survey



Landscape Architecture



900+ EMPLOYEES | 46 LOCATIONS | 20 STATES | **1 TEAM**

We routinely tap into our firm's high-level expertise to solve project challenges for clients across the country. Each of our offices benefit from the wealth of engineering, design and planning resources of the combined Benesch Team. Through proactive knowledge sharing, state-of-the-art communications technology and work sharing, we turn our nationwide capacity and expertise into high-value solutions for local infrastructure challenges.

www.benesch.com

William Walter, PE, LEED AP

Senior Project Manager / Civil/Site Group Manager

Will Walter leads the Site Development Group of Benesch's Glastonbury office. He is well versed in all aspects of land development and he brings over twenty years of design and project management experience for public and private clients to his work. Key areas of expertise include planning, permitting, site demolition, grading and drainage, utilities, erosion & sediment control, and construction phase services. He is experienced in total site design, which meet criteria and performance standards for numerous local, state, and federal guidelines, including requirements for: local zoning and inland wetlands; state DOT stormwater design; state DEEP stormwater quality and erosion and sediment control; federal NPDES; and LEED requirements.

Will regularly manages complex, multi-disciplined projects, including design and oversight of the entire permitting and design process associated with land development and roadway reconstruction. In addition, he is experienced in the provision of construction inspection and erosion and sediment inspection services, having performed this task on numerous development projects.

Bulkeley High School - Hartford, CT

Project Manager: The project involved the renovation of the existing 285,000 sq. ft high school, a 25,000 sq. ft commissary and associated Civil site design services. Will oversaw survey, traffic, storm water, utility and erosion control design, as well as local and state permits associated with the 20-acre site renovation.

Waterbury Career Academy – Waterbury, CT

Civil Engineer for the development of a new high school. Provided design of site storm drainage, sanitary sewers, domestic/fire protection water services, gas utilities, sedimentation, and erosion control measures, and the related site utility permitting support, in addition to ensuring the project met site and utility related Connecticut High Performance Standards.

M.D. Fox CommPACT School – Hartford, CT

Project Manager for survey, civil engineering and landscape architecture for a comprehensive renovation of this historic 1920s school facility. Worked with the project architect, to support the renovations by providing site layout planning, the design of new utilities, stormwater management systems, student drop-off and teacher/visitor parking facilities, and a playground.

Waterbury Enlightenment School – Waterbury, CT

Project Manager: Managed site-related portions of the redevelopment of an existing school in downtown Waterbury. The project included several construction phases and complex utility, grading, and drainage solutions in a tight, urban environment..

Gilmartin Elementary School – Waterbury, CT

Civil Engineer for the development of a new K-8 school. Provided design of site storm drainage, sanitary sewers, domestic/fire protection water services, gas utilities, sedimentation, and erosion control measures, and the related site utility permitting support.

Education

Bachelor of Science - Civil Engineering Worcester Polytechnic Institute

Years of Experience: 22

Registrations and Certifications

Professional Engineer:
Connecticut #23146 ; New York #103092; Massachusetts #54033; Rhode Island #12234

LEED® Accredited Professional

Ryan C. Deane, ASLA, PLA

Project Manager

Ryan has 16 years of experience in master planning, sustainable design, and construction administration. His expertise in 3D visualizations are focused in campus planning and design for public, corporate and collegiate clients. Ryan's skills go beyond architectural design, exhibiting a passion to develop and utilize cutting edge technology that have helped shape modern workflows and virtual reality presentations.

Ryan was named to Building Design & Construction's Forty Under 40 list (Class of 2017). He was the second Landscape Architect Awarded this distinction.

CREC Public Safety Academy – Enfield, CT

Landscape Architect: New 150,000-SF state-of-the-art facility for 700 students, grades 6-12. Site design included, drop-off, parking, and new synthetic turf field and track. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

East Hampton High School – East Hampton, CT

Landscape Architect: This 127,700-SF renovate-as-new, phased project for 580 students in grades 9-12 includes a 93,000-SF renovation and a 32,000-SF addition to house a new science wing, lecture hall, and expanded cafeteria and gymnasium areas. Project also included the design of major site improvements to the main entrance, student drop off areas, overall vehicular and pedestrian circulation, on-site solutions for sustainable drainage and enhance the connection and experience of the existing athletic facilities.

H. H. Ellis Technical High School – Danielson, CT

Landscape Architect: 130,000-SF renovation and a 70,000-SF addition of technical high school for 864 students which involved reprogramming of entire school; new gymnasium, arrival and drop-off, new parking and circulation, synthetic turf field and track; phased construction.

Greenwich Country Day School (Formerly The Stanwich School) – Greenwich, CT

Landscape Architect & PM: Developed a new private academic campus in Greenwich, CT for grades 7-12. Design of campus included siting of 4 new buildings, campus loop road, parking, a wastewater treatment facility and two synthetic turf fields. Campus construction required substantial earthwork and permitting, and was substantially completed in 2019.

Waterbury Career Academy – Waterbury, CT

Landscape Architect: Programming, planning, and design for new innovative 150,000-GSF career and technical education center for students in grades 9-12. Site design included, drop-off, parking, regatta style bus drop, amphitheater and new synthetic turf field. Project designed to meet CT High Performance Building Standards, LEED Gold Equivalent.

Campus Crossroads Stadium Expansion – University of Notre Dame

Landscape Architect: Campus wide planning and design effort, that included the redesign of vehicular and pedestrian circulation, the creation of campus gathering spaces, design of underground garage for delivery and NBC broadcasting vehicles, and planning and coordination of public safety elements for all Notre Dame football games

Rutgers University, Richard Weeks Hall of Engineering – Piscataway, NJ

Landscape Architect: New 112,500-SF facility for Civil/Environmental Engineering, Electrical/Computer Engineering with a focus on wireless communication technologies and an Advanced Manufacturing Institute for Chemical and Biochemical, Mechanical and Aerospace and Industrial and Systems Engineering. Spaces will include labs, research, computer wet & dry labs, high bay lab, clean room, smart classrooms, team-based learning (TBL) lecture hall, offices, conference rooms and various collaborative spaces. Ryan was responsible for landscape architecture and construction administration.

Education

BS, Landscape Architecture and Regional Planning - University of Massachusetts, Amherst

AS, Environmental Sciences and Human Ecology - Greenfield Community College

Years of Experience: 16

Registrations and Certifications

Professional Landscape Architect: CT

The Eagle project team currently consists of eighteen (18) full-time employees. Eagle's team is comprised of a Principal, a Vice President of Operations, a Senior Manager of Environmental Sciences, a Senior Project Manager, a Project Manager, Senior Environmental Consultants and Environmental Consultants. The team is supported by an Office Manager and an administrative assistant. Eagle has a full-service auto-CAD department capable of developing single line schematic drawings to full size scaled drawings and site plans.

Eagle's structure ensures that someone is always available to answer urgent questions or respond to emergency situations. Our fully staffed office supports the daily operations of active field work and report writing. Our administrative staffs are trained on the technical level in order to better serve our clients and assure quality. Our technical team of managers and consultants routinely meets with the administrative staff to ensure our clients objectives are being met on all levels. Eagle's volume of work requires strict coordination between managers and administrative staff to ensure project deliverables are completed on time.

Peter J. Folino
Principal

Mr. Peter J. Folino is the Principal of the firm. Mr. Folino has thirty (30) years of hazardous building materials consulting experience and obtained his Bachelor of Science Degree from Springfield College in Springfield, MA. As the President of the firm, Mr. Folino oversees the quality of services provided by Eagle Environmental, Inc. and guides the firm's management team. He is involved with the everyday operations on a technical and administrative level. Mr. Folino serves as laboratory director for the in-house asbestos analysis laboratory.

Mr. Peter Folino is a licensed asbestos inspector, designer and project monitor and a licensed lead inspector/risk assessor and planner/project designer in the State of Connecticut. He participates in the American Industrial Hygiene Association (AIHA) Asbestos Analyst Registry. Mr. Folino is an active member of the Connecticut Lead Poisoning Elimination Task Force. As a member of the task force, Mr. Folino helped develop revised state regulations pertaining to lead-based paint testing, abatement and clearance.

Mr. Folino served as the project manager for the Norwich State Hospital USEPA Brownfields clean-up consisting of the abatement and remediation of fifty-eight institutional and support buildings at the site in Preston, Connecticut. The project has been ongoing for approximately last three (3) years. Mr. Folino also served as the project manager for the former Nova Dye factory located at 313 Mill Street in Waterbury, CT, another brownfield site. This project consisted of a major environmental cleanup of several industrial buildings partially or completely damaged by fire. Mr. Folino developed the Alternative Work Practice and technical specifications for this project for the Waterbury Development Corporation. He is also working as the Project Manager for the renovation of five (5) Hartford Public Schools and Windsor Locks High School. The renovation of some of these schools required securing approval of Alternative Work Practice and Variance Applications from the State of Connecticut Department of Public Health (DPH) and approval of Environmental Protection Agency (EPA) of a Self-implementing On-site Cleanup and Disposal Plan (SIP) for remediation of PCB.

In addition, Mr. Folino has an extensive background in Public Housing rehabilitation projects funded by the Department of Economic and Community Development (DECD) and the Connecticut Housing Finance Authority (CHFA).

SECTION THREE

STATEMENT OF QUALIFICATIONS & WORK PLAN







STATEMENT OF QUALIFICATIONS & WORK PLAN

SLAM OFFICES

California (Los Angeles)

8607 Venice Blvd.
Los Angeles, CA 90034
(310) 559-4717

Colorado (Denver)

1900 Grant Street, Suite 800
Denver, CO 80203
(720) 946-0276

Connecticut (Glastonbury)

80 Glastonbury Boulevard
Glastonbury, CT 06033-4415
(860) 657-8077

Florida (Orlando)

100 East Pine Street, Suite 300
Orlando, FL 32801
(407) 992-6300

Georgia (Atlanta)

675 Ponce De Leon Ave, NE
Suite 4100
Atlanta, GA 30308-1829
(404) 853-5115

Iowa (Iowa City)

125 S Dubuque St, Suite 500
Iowa City, IA 52240
(319) 354-4700

Massachusetts (Boston)

250 Summer Street, 4th Floor
Boston, MA 02210-1135
(617) 357-1800

Pennsylvania (Philadelphia)

1880 JFK Boulevard, Suite 1301
Philadelphia, PA 19103
(215) 564-9977

Rhode Island (Providence)

One Davol Square, Suite 200
Providence, RI 02903-4755
(401) 563-7046

www.slamcoll.com
mail@slamcoll.com

QUALIFICATIONS / FIRM OVERVIEW

The S/L/A/M Collaborative (SLAM) is a multi-discipline design firm with 275 dedicated professionals and 43+ years of experience in the design of educational facilities. SLAM's corporate office headquarters is located in Glastonbury, Connecticut, with 8 additional offices across the country (see sidebar).

The firm was formed in 1976, when Stecker/LaBau Architects came together to consolidate and expand their practice. Over the next 40 years, SLAM joined forces with several additional firms to enhance our level of expertise and resources in the education, health care and corporate sectors, and added structural engineering, landscape architecture, and construction management divisions to our in-house services.

SLAM is organized as a Corporation in the State of Connecticut and is registered in 19 other states. We are governed by a Board of Directors led by a Chairman, and consisting of 7 additional Principals.

Financial Stability

In spite of the many changes that have taken place in the economy and in the design profession, SLAM has remained one of the largest, most professionally managed, and stable design firms in New England. Paralleling the firm's growth is its continued redefinition of the profession and ability to generate creative and technically correct projects, creating enthusiastic endorsement among our many repeat clients.

SLAM thrives as a result of its reputation for responsive client service, design excellence, and market-driven expertise. Our earliest predecessor firm was founded in 1976 and we have remained in continuous operation under our current corporation since then. The firm has performed in the industry's upper quartile for most financial

and human resources criteria, and enjoys stability in our core leadership and staff personnel, the average being 15 years length of service with the firm.

In-House Services

A fully-integrated firm qualified to take responsibility for building projects from design through construction, SLAM offers the following services:

Architecture
Programming/Planning
Master Planning
Feasibility Studies
Facility Assessment
Space Planning/Analysis
Furniture and Equipment Design
Code Analysis/Updating
Interior Design

Structural Engineering
Landscape Architecture/Site Design
Cost Estimating
Construction Management
Pre-construction Services

SLAM Waterbury Projects

- Gilmartin PreK-8 School
- Kaynor Technical High School
- Waterbury Career Academy
- Waterbury Municipal Stadium
- Waterbury Public Schools Facility Utilization Study
- Chase Collegiate School
- Naugatuck Valley Community College
- Saint Mary's Hospital
- Waterbury Hospital
- Opticare Eye Health & Visions Centers



PROJECT UNDERSTANDING

Our understanding of the project is to explore two conceptual design options for each school expansion project, work with the City of Waterbury and Waterbury Public Schools to determine a preferred option for each project, prepare schematic design documentation for the preferred options, generate a cost estimate for the preferred options in Level 2 Uniformat, prepare necessary documentation for the submission of a grant applications and assist the City and Superintendent of schools in submitting a grant applications for the following projects:

- Expansion of International Dual Language School into a PreK-8
- Expansion of Maloney Inter-district Magnet School into a PreK-8

The work will include regular meetings with the City, WPS "working group" during the development of design options to collectively work toward the preferred options. Our team will also coordinate regularly with the City and WPS representatives to prepare the written educational specification for each school project to ensure alignment between the preferred design and the written ed. spec. We will ultimately present the projects to City Boards, including the Board of Education and Board of Aldermen to obtain necessary local approvals in support of the grant application.

An outline of the components of a Grant Application are as follows:

Initial Information:

- Program/ Project Type
- City Resolutions
 - Sup't approval to apply for grant
 - Establish a building committee
 - Preparation of conceptual/schematic plans
- Local funding authorization
- Educational specifications
- Enrollment projections
- Space standards
- Applicable bonuses (Choice, full day K, etc.)

Schedules:

- General Project Data (4 questions);
- Estimate Project Costs & Financing (2 questions);
- Site & Facility Purchase (5 questions);
- Educational Technology Infrastructure & Codes (9 questions);

Bonuses (11 Questions);

Space Standards (9 questions);

- Roof Replacement (9 questions);
- Extension & Alteration Detail (3 questions);



OVERVIEW/KEYS TO SUCCESSFUL PROJECT MANAGEMENT

Our planning and design process has evolved over 46 years of working with educational institutions and is designed to produce results that are both forward-thinking and practical. While every project is different, SLAM has developed a process that offers several important elements to achieve the goals established at the beginning of a project.

COMMUNICATION AND PROJECT LEADERSHIP

Our team is structured to provide the City of Waterbury a single point of contact for day-to-day project management who is responsible for managing the progression of work by the project team through all of the phases of the work. Kemp Morhardt, AIA will be the Principal in Charge and he will work in concert with Amy Samuelson, AIA as the Project Manager who will serve as the day-to-day project leader coordinating with other team members to coordinate activities and advance the project.

COLLABORATIVE PROCESS

We will work collaboratively with the City, WPS representatives and community as broadly as determined appropriate. By obtaining input from a diverse user group, we will get vital information about the needs and goals of the schools, and the focused interaction of many users can help to forge a common vision.

We will work with you to establish a "working group" that will serve as representatives for the various City & WPS stakeholders and our team. The group will ideally have representation from the offices of the Mayor, Superintendent, Board of Education, WPS facilities, and community as deemed appropriate.

INVENTORY:

Inventory will involve review of materials provided by the City and WPS; including existing site surveys/site plans and building plans as applicable. This phase also includes site visits by the project team to document existing site conditions. We will also:

- Review previous project studies
- Review other pertinent data provided by the District
- Align the proposed space program with enrollment projections
- Evaluate zoning regulations to understand land use planning requirements

SCOPE OF SERVICES

Task 1 – Project Initiation

At an initial coordination meeting with the WPS and City representatives, we will review and confirm major project goals, objectives, special issues or concerns, appropriate level of community engagement, and priorities. This process will allow the planning and design team to establish a detailed work plan and methodology on which all participants can agree, ensuring that all efforts will be focused and efficient. The initial meeting will include our assessment of the project schedule, communication procedures, and project deliverables. We will also discuss key program and service requirements based on our understanding of the project. We will establish clear guidelines and assign individual responsibilities.

The follow-up to the initial meeting will be a detailed project work plan, which identifies tasks for all parties, topics of discussion, necessary City decisions, and design team deliverables for each future working session. The work plan is a critical component to ensure the project advances efficiently to the agreed upon completion deadline.

SLAM has a significant amount of current WPS data on file due to our recent work on the Long-Range Facilities Planning Study. At our initial kick-off meeting we will review what we have and identify any gaps or updates that may be available. Once data is confirmed, SLAM will review any gaps in materials on the file from WPS. Our team has collected many of the necessary items through the LRFPS project, so this effort should be streamlined.

This phase also includes site visits by the project team to document existing site conditions. We will also evaluate zoning regulations and other regulatory considerations for each site to understand land use planning requirements.

Task 2 – Enrollment Projections

- 2.1: SLAM will prepare updated enrollment projections for Maloney PK-8 in support of the pending grant applications. Updated projections will be presented as an addendum to the master plan projections for this school only; Previous 2021 enrollment projections can be used for the International School at 2 sections per grade.
- 2.2: Participate in Zoom coordination meetings, inclusive of meeting prep time, in support of the school specific grant application enrollment projections and coordination of aspects of the Master Plan with City & BoE Administrators, and CT DAS OSCGR



Task 3 – Educational Specifications

Informed by the enrollment projections in Task 2 above, our team will work closely with WPS to develop educational specifications for the two projects. We will collaborate with the working group to develop the architectural space program for each PreK-8 project and verify that the space program aligns with the needs and maximizes the goals of the project and state reimbursement. Our team will start with the Waterbury Public Schools model space program developed from the most recent Wendell Cross PK-8 (3 sections/grade) and the earlier 2 sections/grade model PK-8 program and modify that program to reflect current needs. The deliverable for this task will be a tabulated space program, which will be a component of the detailed educational specification that describes the spaces and key attributes of each space and major/ minor system for the school as well as site program.

The educational specifications will serve as the foundational document for each project and be submitted to OSCGR as part of the grant application. Educational specifications will be prepared in accordance with requirements set forth by the Office of School Construction Grants and Reimbursement (OSCG&R) and include:

- Written rationale and justification of the educational need for projects including an overview of the long-range educational plan;
- Educational activities which will be supported by the new schools upon completion;
- Types of spaces which best accommodate program requirements including; identification and description of specialized equipment, support space, building systems, interior building environmental and site development;
- Maloney's interdistrict magnet enrollment and operating agreement
- Information on Construction Bonus Requests and Community Uses (if applicable).

Benchmarking:

Every district in Connecticut is unique and has its own set of educational approaches and needs. However, there is significant value in knowing what types of facilities are provided in similar communities. Benchmarking is an important part of the SLAM design process. Our database consists of many public and independent schools. We use this data to analyze how other educational institutions use space and how that compares to Waterbury's expectations. This data is invaluable in working with Boards of Education and school administrators. The benchmarking approach is instrumental in challenging space requests and developing realistic space programs to align with educational specifications for the project to be exactly what is necessary - no more and no less.

Task 4 – Building and Site Evaluation

Our team of architects, land planners and designers will compile building and site information from existing building drawings, site base maps, aerial photos, geographic information systems (GIS) information and personal site observations as the basis for our continued investigation of the proposed school sites. An Existing Conditions Inventory & Evaluation plan will be prepared for each site, which will highlight the characteristics of the site and serve as a baseline of information to inform conceptual development scenarios. The focus of the evaluation will be on developing an understanding and graphic illustration of:

- Building floor plans
- Natural features (Topography, soils, bedrock, wetlands, flood plains, natural diversity database (NDDB) etc..) through a desktop screening of each site
- Built environment (buildings, retaining walls, etc.)
- Site ingress/egress, circulation and parking
- Existing documentation on utilities and infrastructure
- Identify Local & State regulatory requirements (land use zoning, DEEP, OSTA requirements, local health dept., etc.)
- Outdoor opportunities to add program space for use by the school based on educational specifications



Should the findings from the site evaluation process identify any areas of concern stemming from local site conditions that warrant additional assessment by a geotechnical engineer or wetland scientist, SLAM can provide these services as an additional service as an amendment of this proposal.

Finally, the information identified in the building and site evaluation process will provide the backdrop for the building and site conceptual design. Multiple layouts will be developed to “test fit” the overall program to the site. Diagrammatic scenarios will evolve through subsequent testing and reviews with WPS into a preferred conceptual design solution for each school. The Design process is discussed further below.

Task 5 – Conceptual & Schematic Design

The conceptual planning phase is the time for Waterbury to explore its options for each project. At SLAM, we collaborate closely with our landscape architects, recognizing that site development is an integral part of the design solution. Our landscape designers work to understand the overall land use objectives and sequence of student and staff arrival/departure. Managing large numbers of students arriving in cars and by bus in a short period requires careful planning to integrate safety and security into the solution.

In addition to site planning, multiple building layouts will be explored through blocking and stacking diagrams and siting. The concepts will be reviewed with respect to their success in meeting programmatic needs. Diagrammatic scenarios will evolve through iterative testing and review with WPS administration, the City and community, if deemed appropriate. This effort will culminate with selection of a “preferred option”, which will be developed and refined further through architectural planning to establish a “schematic design”, which will serve as the option for the cost estimate and for inclusion in the grant application.

In addition to our breadth and depth of experience in planning and design, SLAM will leverage our expertise in school security, and the building code to ensure that these key areas are integrated into the conceptual design process.

School Security:

SLAM is experienced in applying the guidelines set forth in the School Safety Infrastructure Council (SSIC). We have completed many projects with high security requirements ranging from securing facilities to meet international shipping requirements to equipping schools required to meet Connecticut's School Safety Criteria Handbook. SLAM's philosophy on school security is very different from our approach to the design of other facilities. While high security facilities are designed to provide a visual presence of security, schools need the security to be the invisible hand that provides necessary protection but is ideally not part of a student's daily experience and does not detract from a healthy learning environment. Through relationships and engagements at the State level, SLAM remains on the forefront of school security design topics. Best practice security concepts are shared with SLAM's entire Education Studio through periodic internal seminars, which ensures the latest strategies will be brought to your project.

SLAM has several code experts on staff who work with design teams during all phases of projects to ensure code compatibility. Project architects and team members continually maintain current code knowledge through collaboration with our code experts as well as through continuing education programs offered by the firm. This ensures that conceptual design approaches are sound and achievable.

Task 6 – Cost Modeling and Cost Estimating

SLAM has in-house professional cost estimating services. Our certified professional estimators will prepare preliminary cost models for the initial conceptual building/site design options we present to WPS and the City. These models will include costs for site development, building construction, project delivery method, owner soft costs and project incidentals. The cost models will be one component to assist with informed decision making in identifying the preferred conceptual design option. Cost models will also estimate the costs eligible for state reimbursement and track the net cost to the district in the context of the Connecticut school construction grant program.

Once schematic design is completed, a more detailed cost estimate will be developed using construction cost per square foot values for the building components based upon our current experience in Connecticut's public education market in Connecticut, accounting for planned site costs, project phasing (if applicable), owner costs and escalation. The cost estimate will be broken down into the Level 2 Uniformat required by OSCG&R and uploaded to the state BizNet system in support of the grant application.

Hazardous Building Materials:

Our team will provide an assessment of the presence of hazardous building materials in the existing school buildings as part of the Building and Site Evaluation task, and provide an opinion of probable abatement costs to be included in the cost estimate.

OSCG&R Process:

SLAM has a wealth of experience with all aspects of school construction grant requirements and applications including working with OSCGR shepherding projects from initial ideas -through feasibility studies and grant applications, and throughout all aspects of the design and construction process.

Finally, SLAM's experience in the owner's representative role has provided our educational planning staff with the "owner's perspective" giving SLAM a unique advantage over other teams when assisting in the preparation of the project grant application, or simply working with OSCG&R.

Task 7 – Renderings (Optional)

SLAM can prepare representative renderings of the exterior of each building for each preferred option as tools to help engage and inform local officials and the community about the proposed school projects. Since not specifically requested in the RFP, this service has been excluded from our base proposal, and can be provided as an additional service should WPS see the need. When developing renderings during a conceptual design phase, it is important to strike a balance between being informative, but yet, not being too detailed. SLAM is adept at striking this balance and understands the importance of "painting a picture" of what the future school may look like, while providing the necessary flexibility for changes that naturally occur throughout a future, more detailed design process.



Task 8 – Feasibility Report

SLAM will provide a digital version of the Feasibility Report in PowerPoint and/or PDF format accompanied by an executive summary. The report will be inclusive of process narrative, summary of past relevant information, enrollment projections, educational specifications, site analysis maps, concepts, diagrams, and cost estimates.

Task 9 – SCG-053 (Site Analysis for School Building Projects) Support

An additional requirement of the construction grant process is the completion of the SCG-053 form, which is required to be submitted prior to the grant application. In addition to the environmental mapping and desktop screening, an Environmental Site Assessment (ESA) Phase I will be completed as part of the building and Site Evaluation task for each school site and included as an attachment to each grant application. SLAM will coordinate with WPS in completing the SCG-053.

Task 10 – Public Presentations and OSCGR Meetings

We have included two (2) formal public meeting presentations in our fee budget for presentation to City government and Community stakeholders. Our team will present the preferred design option for each site along with the proposed cost estimate for each in order to gain necessary WPS and City approvals for submitting the grant applications.

Also included in this proposal are up to two (2) virtual meetings with OSCG&R to review and present findings of each Feasibility Study as WPS works towards the grant application submissions.



Task 11 – Grant Application Submission

Our team will assist WPS by providing support documents and assistance with the submission of the grant applications.

SLAM is experienced with the preparation of school construction grant applications and working with OSCGR shepherding projects through the process. We most recently worked with the City of Stamford in 2021 to develop conceptual planning options for an Early Learning Center and submission of a grant application for that project, which was placed on the 2022 priority list for school construction funding.

Our team has also assisted districts with grant applications for the following projects:

- City of Ansonia, CT: Enrollment projections, Ed. Specs. Conceptual/ schematic design, estimating and grant application for a new Middle School (ongoing)
- Town of Darien, CT: assistance with submission of the grant application for the Ox-Ridge Elementary School;
- Town of Groton, CT: preparation and submission of three grant applications for their Groton 2020 district plan: New Middle School, Westside Elementary School and Cutler Elementary School;
- Town of New Canaan, CT: South Elementary School window replacement and Saxe Middle School renovation/ additions;
- Town of Wallingford, CT: preparation and submission of 11 grant applications for roof replacements on school buildings;

Experience in the owner's representative role has provided our educational planning staff with the "owner's perspective" giving SLAM a unique advantage over other teams when assisting in the preparation of the project grant application, or simply working with OSCGR.

PROPOSED SCHEDULE

SLAM will commence work based upon your authorization to proceed and our team will target completion of the identified tasks according to the schedule provided below, as adjusted per client agreement.

Task	Completion Target
Task-1: Project Initiation & Organizational Meeting	12/14/22
Task-2: Enrollment Projection Update	1/27/23
Task-3: Educational Specifications	2/24/23
Task-4: Desktop Site Evaluation	1/13/23
Task-5: Conceptual Design	4/14/23
Task-6: Cost Estimating	4/28/23
Task-7: Renderings	4/28/23
Task-8: Feasibility Report	5/12/23
Task-9: SCG-053 (Site Analysis for School Building Projects) Support	5/12/23
Task-10: Public Presentations	6/9/23
Task-11: Grant Application Submission	6/23/23
OSCGR Grant Application Deadline	6/30/23

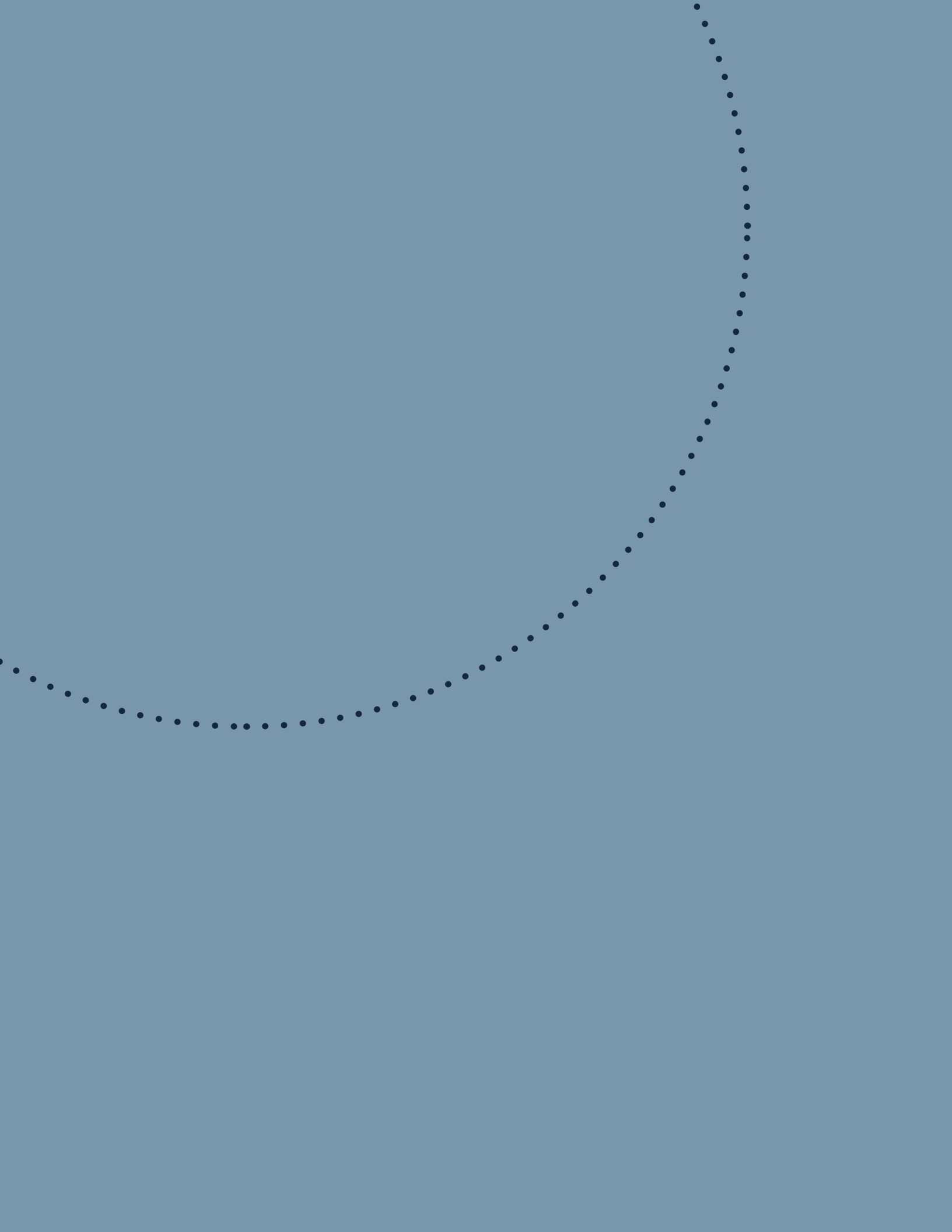
ASSUMPTIONS AND CLARIFICATIONS

1. Pricing assumes both projects will advance concurrently and both projects will be discussed at each coordination meeting, as much as practical, to maximize time efficiency. Should the projects begin to track independently, additional fees may be necessary.
2. Initial kick-off meeting will be in-person with project team leadership. All subsequent working meetings will be virtual (on-line) meetings using the ZOOM platform.
3. Pricing assumes both projects will be presented at the same public presentation meetings. Should this assumption change, additional fees will be required to fund separate public presentations for each project.
4. SLAM will coordinate virtually with City and WPS administrators during normal business hours on an as-needed basis throughout the process for presenting design progress and coordination.
5. WPS will provide personnel to submit the grant applications through the CT CORE portal.

SECTION FIVE

WORK COMPLETION, DEFAULT & LITIGATION





FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

A. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY?

NO

B. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?

NO

C. IS THERE ANY PENDING LITIGATION WHICH COULD AFFECT YOUR ORGANIZATION'S ABILITY TO PERFORM THIS AGREEMENT?

NO

D. HAS YOUR FIRM EVER HAD A CONTRACT TERMINATED FOR CAUSE WITHIN THE PAST FIVE YEARS?

NO

E. HAS YOUR FIRM BEEN NAMED IN A LAWSUIT RELATED TO ERRORS AND OMISSIONS WITHIN THE PAST FIVE YEARS?

Yes.

- Southern Connecticut State University Dorm, New Haven, CT, 2019 – SLAM was named as a defendant by Fusco Corporation, the Design-Builder of the dorm project which was completed in 2004. The lawsuit remains open.
- Dunkin' Donuts Park, Hartford, CT, 2018 – SLAM was named as a third-party defendant in a case between The City of Hartford and Centerplan Construction Company and DONO Hartford, LLC. SLAM was an associate architect to the Architect of Record on the project. The lawsuit for indemnification against the design team has been stayed for now. The lawsuit was won by the City against the Developer and Construction Company. The decision is being appealed. No determination has yet been made by Centerplan Construction Company as to their intention to pursue any claims against the design team as third party defendants. The design team plans a rigorous defense of the indemnification claim.
- United Illuminating Central Facility Project, Orange, CT, 2018 – SLAM was named as a fourth party defendant in a case between United Illuminating Company and Whiting Turner Construction Company. Whiting Turner Construction Company subsequently sued many of its sub-contractors including Cherry Hill Construction Company. Cherry Hill has subsequently sued SLAM as a fourth party defendant for indemnification. The lawsuit remains open and the parties are in mediation.

F. DURING THE PAST 7 YEARS, HAS YOUR FIRM EVER FILED FOR PROTECTION UNDER THE FEDERAL BANKRUPTCY LAWS?

NO

G. ARE THERE ANY OTHER FACTS OR INFORMATION THAT COULD AFFECT YOUR FIRM'S ABILITY TO PERFORM THE TYPES OF SERVICES BEING SOUGHT BY THE CITY ABOUT WHICH THE CITY SHOULD BE AWARE?

NO

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

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

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

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

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

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

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

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

Certification

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

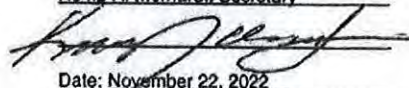
Full Legal Name and address of Recipient, Vendor, or Contractor:

The S/L/A/M Collaborative, Inc.
80 Glastonbury Boulevard
Glastonbury, CT 06033

Print Name and Title of Authorized Representative:

Kemp A. Morhardt, Secretary

Signature of Authorized Representative:


Date: November 22, 2022

Attachment A – Debarment Certification

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

July 30, 2021 through October 31, 2022 (contract complete)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

(Service or Commodity Covered by Purchase Order)

PO No. 192656 dated September 7, 2021

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

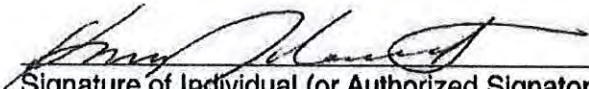
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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

I have read and agree to the above certification.

The S/L/A/M Collaborative, Inc.
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

11/22/2022
Date

Kemp A. Morhardt, Secretary

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

State of Connecticut

SS.: Glastonbury

County of Hartford

Kemp A. Morhardt, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of The S/L/A/M Collaborative, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 Construction Services of Somerset, Inc.	80 Glastonbury Blvd. Glastonbury, CT 06033	Subsidiary
2		
3		
4		

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

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

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

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

State of Connecticut)
) SS

County of Hartford)

Kemp A. Morhardt being duly sworn,

deposes and says that he/she is Secretary of The S/LA/M Collaborative, Inc.
and that he/she answers to the foregoing questions and all statements therein are true
and correct.

Subscribed and sworn to before me this 22nd day of November 2022.

Lauren Lidtke

(Notary Public)

My Commission Expires:

LAUREN LIDTKE
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 6/30/2024



REQUEST FOR PROPOSAL #7476
BY
THE CITY OF WATERBURY
Education Department
Waterbury Public Schools
for
PROFESSIONAL SERVICES
EXPANDED EDUCATIONAL FACILITIES FEASIBILITY STUDY

A. Background and Intent

The Waterbury Public Schools include a diverse cross section of students, staff, parents and community partners. The School District is currently comprised of 18,560 students and greater than 30 School Buildings and Programs, including Pre-K, Elementary, PreK-8, Middle School, High School and other educational programs, including three Inter-District Magnet Schools. The School District also maintains a Central Office Building and other Office space for various Administrative and Services departments including Early Childhood, Welcome Center, Facilities and Food Services. The City of Waterbury has experienced modest population growth over the last decade, growing by 3.7% to 114,403 residents, according to the year 2020 census.

The School District is currently endeavoring to execute on the newly developed Facilities Master Plan (FMP). The scope of this study pertains to the year 2023 Grant Application constituent of the FMP.

Funding for the FMP projects identified herein will be requested through the application process by The School District, in accordance and compliance with State of Connecticut General Statutes - Public School Building Projects - Chapter 173 § 10-283.

The Waterbury Public Schools District, hereafter: "The District", recently contracted an architecture and planning/programming firm to perform a Long-Range, Facilities Infrastructure Planning Study (LRFPS) for The District's educational facilities. The study performed included the following scope of work:

1. Student enrollment projections of the next ten years based on demographic trends.
2. Curricular and programmatic priorities identified in the Waterbury Strategic Plan, consistent with the Mission, Vision and Core Values adopted by the Board of Education.
3. Programming and quality of existing educational infrastructure through a Facilities Condition Assessment (FCA); including prioritized recommendations for repair, renovation, replacements, re-purposing and/or consolidation, as needed to meet current building codes, energy use and quality standards.
4. Developing scenarios for optimal facility utilization for the next ten years and prepare the FMP.

5. Custodial and Maintenance Staffing needs analysis consistent with industry standards related to square footage cleaning metrics of Education facilities and similar best in class metrics for service worker staffing.
6. Determine the most efficient use and allocation of resources given forecasted demographics, forecasted enrollment, capacity of existing schools and other relevant variables such as: the condition of the building envelope, systems infrastructure as well as curricular and programmatic priorities.
7. Compare and contrast The District's current classroom and academic programming and configuration to best in class, modern learning environments and provide a roadmap for achieving those aspirations for The District.
8. Present and propose to the Board of Education a range of possible alternatives to the current use of facilities, configuration, infrastructure, practices, and procedures. Taking into consideration their relevant implications including, but not limited to, budget, facilitation of academic programs, impact on children and families, existing regional magnet school obligations, busing/transportation logistics and legislative requirements and mandates.

Based on the outcome of the LRFPS performed, as referenced, several project recommendations were put forward by the contracted consulting firm to realize the Phase I Project scopes of work indicated within the FMP. These projects shall be included in the June 2023 Grant Application period.

B. Qualifications

Eligible consultants/firms will have the following minimum qualifications:

1. Experience analyzing enrollment projections as well as other demographic data and how the data relate to physical space requirements and making viable recommendations based on those projections and requirements.
2. Ability to effectively communicate in a comprehensive and timely manner with Civil Servant representatives for The City, The District and any, all third-party consultants representing The District in an official manner.
3. Ability to provide full services to the project including engineers, architects, and other experts needed to evaluate the options associated with the proposed Scope of Work and associated Deliverables listed in Section II of this RFP document
4. Experience with needs assessment and programming the K-12 educational context.
5. Experience with infrastructure evaluation and design of K-12 educational facilities.

6. Ability to identify any facilities issues that are foreseeable beyond the 10-year period and provide recommendations to address or mitigate these issues.
7. Demonstrated working knowledge of federal and state laws and regulations pertaining to school buildings, their educational requirements, construction and building standards, including the Connecticut Office of School Construction Grants and Review and Bond Projects awarded through the Department of Administrative Services (DAS).
8. Working knowledge and understanding of current best practices for curriculum and educational trends.

C. Scope of Services

The in-scope recommendations consist of the following Feasibility Study elements:

1. Renovate and Expand International Dual Language School (IDLS) to accommodate PK-8 configuration. Renovate-as-new and construct addition to PK-8 at least to two (2) sections per grade.
 - a. IDLS is a new program instituted two years ago with popular demand from the community. The current facility is not large enough to house the program beyond grade level three (3) and expected to outgrow the current facility within 2-3 years. The Study will indicate how best to expand and renovate the existing facility into a PreK-8 program for two (2), or possibly four (4) classrooms per grade level for approximately 476, or 952 students respectively. The size of the expanded IDLS will be dependent on how large of a building the site logistics can support.
 2. Expand Maloney Magnet School to house grades 6 through 8. Including the option of leasing of the existing St. Anne's School and renovate as an annex to house grades 6-8 (4-sections per grade).
 - a. Maloney is currently a four (4) classroom per grade PreK-5 facility. There is significant demand from the families that attend the school for their children to continue in the magnet program throughout grades 6-8. The school's current site is too small to permit this expansion, however there is an unoccupied parochial school building on the neighboring St. Anne's parcel, which may be available for lease to enable the expansion of the program. The Study will assess the existing parochial school for suitability of use and determine what shortfalls exist, if any, between the two neighboring facilities to sufficiently accommodate a four (4) classroom per grade 6-8 cohort.
- A. This Request for Proposal (RFP) is being issued for professional consulting services. The selected consultant/firm shall be provided a copy of the WPS FMP by request during the RFI portion of this RFP, according to The District's bidding process.
- The successful bidder shall collaborate with, guide, and advise the Board and, among other tasks, shall be required to:

1. Provide a Feasibility Study (hereafter: The Study) for executing the work identified in the FMP and as referenced above. The project shall include the following elements and deliverables:
 - a. Perform a topical and cursory quality review of the statistical elements of the FMP, inclusive of the strategic, logistical, demographic, and programmatic aspects of the FMP as it pertains to the listed Phase I scope recommendations.
 - (i) Provide a brief summary detailing any concerns, deficiencies, errors or omissions within the existing FMP, Phase I recommendations and any/all recommendations for improvement.
 - b. Collaborate and facilitate interviews with The District's Academic stakeholders to ensure that the new construction recommendations listed in the FMP will comply with The District's strategic initiatives, including planned academic programming and achievement goals.
 - (i) Deliver a summary report of findings and recommendations.
 - c. Collaborate and facilitate interviews with The District's Operations stakeholders to ensure that the new construction recommendations listed in the FMP, Phase I recommendations will allow The District's existing capacity and capabilities to support the new construction while either maintaining the existing facility viable or identifying any needed swing space for the transportation and educational needs of the students in the impacted communities.
 - d. Provide period expense estimates associated with the proposed new construction recommendations including: any increased support services staffing, transportation, pedestrian and vehicular traffic logistic considerations, energy and GHG impact and any other anticipated challenges.
 - e. Provide a minimum of two (2) phasing options, including the most viable locations for the expansions/additions to the IDLS and Maloney Magnet Schools
 - (i) Provide a detailed project plan with construction schedule and logistical impact outcomes that could drive the need for temporary swing space or other construction contingencies.
 - (ii) Prepare and provide Conceptual Design for the option selections and Schematic Design for the selected options.
 - (iii) Prepare and provide preliminary cost models for the initial conceptual site/building design options and present to The District and the City stakeholders. The cost models will include costs for site development, building construction, project delivery method, owner soft costs and

associated project incidentals. Cost models will also estimate the costs eligible for state reimbursement and track the net cost to the district in the context of the Connecticut school construction grant program.

- (iv) Provide a detailed cost estimate, project phasing (as applicable) including owner costs and escalation. The cost estimate will be itemized to Level 2 Unifomat as required by OSCG&R and uploaded to the state BizNet system in support of the grant application requirements.
- (v) Present both the Conceptual and SD plans to both City government and Community stakeholders through a minimum of two (2) separate engagement meetings.
- (vi) Develop Educational Specifications for the projects identified under this Scope of Work. Educational specifications shall be prepared in accordance with grant application requirements set forth by the Office of School Construction Grants and Reimbursement (OSCG&R). The Specifications shall include:
 - (1) Written rationale and justification of the educational need for projects, including an overview of the long-range educational plan
 - (2) Educational activities which will be supported by the new programs upon completion.
 - (3) Types of spaces which best accommodate program requirements including identification and description of specialized equipment, support space, building systems, interior building environmental and site development.
 - (4) Information on Construction Bonus Requests and Community Uses (if applicable).
- (vii) Provide Grant Application support and prepare updated enrollment projections for the IDLS PK-8 and Maloney PK-8 in support of the pending grant applications. Updated projections will be presented as an addendum to the master plan projections for these two schools. Previous 2021 enrollment projections can be used for the IDLS School at 2 sections per grade.
- (viii) Perform Site evaluations and compile site information from existing base maps, aerial photos, geographic information systems and physical site observations. An Existing Conditions Inventory & Evaluation plan shall be prepared for each site, which will highlight the characteristics of the site and serve as a baseline to inform conceptual development options. The focus of the evaluation shall be:

- (1) Site features (topography, soils, bedrock, wetlands, flood plains, CT, DEEP Natural Diversity Database features.
 - (2) Existing built environment (e.g., buildings, retaining walls, envelope etc.)
 - (3) Logistics for site access, pedestrian and vehicular circulation, snow removal and parking.
 - (4) Utilities and associated infrastructure features
 - (5) Local & State regulatory requirements (land use zoning, DEEP, OSTA requirements, local health dept., etc.)
 - (6) Opportunities to add outdoor activities program space for use by the schools, based on Educational Specifications
 - (7) School security impact to options scope according to Educational Specifications and best practices
- (ix) Provide Site Analysis information and filing assistance/support for SCG-053 school building projects form required prior to the Grant application.
- (x) Provide an Environmental Site Assessment (ESA) Phase for each school site and include in full as an attachment to each grant application.
- (xi) Scope of Work activities and Deliverables pricing for the Feasibility Study shall be itemized by category, including hours proposed by professional Discipline.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date a contract is fully executed to be fully completed by no later than Decemebr 31, 2024.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on November 14, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by November 18, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Superintendent of Schools or other designee on behalf of Waterbury Public Schools.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **(120)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did

not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Exhibit B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(7)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on November 29, 2022. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's

authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City

may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.
8. Proposals shall be received from Proposers for the furnishing of all services necessary to perform the services for a Feasibility Study described in The Scope of Services. Pricing submitted with the Proposal must encompass all design, implementation, support, licenses and hardware/software acquisitions necessary for development and implementation of this project. If the price excludes certain fees or charges, either recurring or nonrecurring, the Proposer must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.
9. Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory services as required pursuant to these Proposal Documents. Upon request of the Board, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the Board to discuss their Proposal, or to address such other issues as deemed important by The District. One or more proposers may be selected to participate in interviews or negotiations concerning contract price or the nature and scope of services to be provided. Any additional information and the results of negotiations shall be incorporated into the Contract for services between the Board of Education and the Contractor.
10. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be provided electronically to all persons that have requested these Instructions to Proposers. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements

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

M.State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the

Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article O.
- B. All Proposers must read and fill out the reference check form attached as Exhibit C ("Reference Check"). The references must be from entities that had similar projects. The Proposer, by submitting a Proposal, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any additional or further consent from the Proposer. Such Reference Check is incorporated into and made a part of its Proposal.
- C. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it

is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit D, attached hereto and made a part hereof.

- D. Each Proposer must fill out the Certification and the "Proposal Form" in the form of Exhibit A. This price shall remain firm for sixty (**120**) days after the opening date.
- E. Proposers shall include with their Proposal Form, Exhibit A, a detailed overview of all applicable warranties, including exclusions. Proposers must detail the responsibilities it will ask the Board to assume and describe any Proposer services provided during the warranty period. Complete warranties must be clearly specified. The location or agent responsible for servicing this account must be clearly stated.
- F. Each Proposer shall include as part of its Proposal a Letter of Transmittal signed by a principal of the firm, not to exceed two pages, describing the firm or team and its qualifications, and why it is the best firm for this project.
- G. Each Proposer shall include as part of its Proposal a Statement of Qualifications to include at least, but not necessarily limited to, the following:
 - 1. Name and address of the firm. Indicate who the contact person and lead person will be and provide a phone number, fax number and email address.
 - 2. A description of the proposal including how the firm intends to approach the assignment and an overview of the proposed team who will be working on the project and the tasks they will be responsible for, including names and resumes of the proposed team.
 - 3. The firm's experience doing the type of project described in the Proposal Documents including a list and description of the projects that the firm has been involved with in the past five years that are similar to the scope and challenges of this project. An example of a previous work product is desirable.
 - 4. A timeline with key milestones required to complete the project, and in accordance with the dates in Section VII.A. below.
 - 5. The period of time that the firm has been in business.
- H. The Proposer shall include as part of its Proposal a list of deliverables (data, information and/or other assistance) needed from the Board related to the services for a Feasibility Study.

CERTIFICATION:

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit D, all attached hereto and made a part thereof, and the following addendum: (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of _____, that, as the Proposer under these Proposal Documents, all of the information and material supplied to the Board as required by these Proposal Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false or, any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature _____

Date _____

Name _____

Title _____

Notary Public: _____

[Seal]

Proposer Information

Company: _____

Address: _____

City

State

Zip

Telephone: _____

Fax: _____

EXHIBIT A

PROPOSAL FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the services for a Feasibility Study hereby proposes and agrees to fully perform the services for a Feasibility Study within the time stated and in strict accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services" including furnishing any and all labor and materials, and to do all of the services for a Feasibility Study required to complete said services in accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services," for the following sum of money:

EXPANDED EDUCATIONAL FACILITIES FEASIBILITY STUDY
List any warranties or exclusions:
\$
Total Proposed Cost in Dollars and Cents
Total Proposed Cost Written in Words
Proposer's Name:
Proposer's Title:
Proposer's Company:
Proposer's Address:
Proposer's Signature:
Date:

EXHIBIT B

FORM OF PROFESSIONAL SERVICES AGREEMENT

(See attached)

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7476
for
Expanded Educational Facilities Feasibility Study
between
The City of Waterbury, Connecticut
and

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and _____ (the “Consultant”), located at _____, a State of _____ duly _____ registered _____ domestic corporation/limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7476** for Expanded Educational Facilities Feasibility Study; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7476**; and

WHEREAS, the City desires to obtain the Consultant'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 Consultant 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 Consultant 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 Consultant shall provide, an Expanded Educational Facilities Feasibility Study addressing the renovation and expansion of the International Dual Language School (IDLS) and the expansion of Maloney Magnet School, as 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 Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Scope of Services, consisting of _____ page(s), attached hereto
- 1.1.2 City of Waterbury RFP No. 7476, consisting of _____ pages, attached hereto
- 1.1.3 Any Addendums to RFP No. 7476
- 1.1.4 Consultant's Response to RFP No. 7476, attached hereto
- 1.1.5 Certificates of Insurance
- 1.1.6 Licenses
- 1.1.7 All applicable Federal, State, and local statutes, regulations charter and ordinances

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 Consultant. 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 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Scope of Services
- 1.2.5 Any Addendums to RFP No. 7476
- 1.2.6 City of Waterbury RFP No. 7476
- 1.2.7 The Consultant's Response to RFP No. 7476

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant 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 Consultant 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 Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall

be authorized or permitted under state or local law to perform such services.

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

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 the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant 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 Consultant 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 Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant 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. Consultant 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 Consultant, City may, but shall not be required to, correct same at Consultant'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 Consultant is required to be on City property to render its services hereunder, the Consultant 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 Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, 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 Consultant.

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

3.6. Consultant's Employees. The Consultant 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 Consultant 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 Consultant 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 Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant 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 Consultant, 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 Consultant.

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 Consultant 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. If applicable or requested by the City, the Consultant shall deliver periodic, _____, written reports to the City's using agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant'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 an authorized signatory.

NOTE: the Consultant'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 Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant 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 Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall complete all work and services required under this Contract commencing upon execution of this Contract by the Mayor, and terminating June 30, 2025.

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

6. Compensation. The City shall compensate the Consultant 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 Consultant shall not exceed _____ **DOLLARS** and _____ **CENTS (\$___)** for the entire term of this Agreement, with the basis of payment being more particularly set forth in the Scope of Services attached hereto in **Attachment A**.

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

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

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

Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7476** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant 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 Consultant 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 Consultant 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 the Consultant, 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 the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant 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 the Consultant for that item. Consultant 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 Consultant 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 Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant 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 Consultant 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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant 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 Consultant:

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$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.

9.4.4 Excess/Umbrella Liability:
\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
\$1,000,000.00 each Wrongful Act
\$1,000,000.00 aggregate

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant 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 Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The 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 Consultant'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 Consultant 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 Additional Insured on a primary and non-contributory bases 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. The Consultant 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 Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant 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 Consultant 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 Consultant's work and services shall be secured in advance and paid by the Consultant. 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 Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant 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 Consultant 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 Consultant 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 Consultant 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, the Consultant 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, gender identity or expression, 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 Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression,

national origin or citizenship status, age or handicap. The Consultant 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

12.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R.

Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant 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 Consultant of such termination and specifying the effective date thereof, at least five (5) business days 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 the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant 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 Consultant 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 the Consultant.

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

13.4. Rights Upon Cancellation or Termination.

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

applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant 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 Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant 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 Consultant 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 Consultant may negotiate a mutually acceptable payment to the Consultant 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 Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant 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 Consultant will be compensated by the City for work performed prior to such termination date and the Consultant 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 Consultant 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 Consultant 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 Consultant'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 their 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.

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

ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

17. Assignability. The Consultant shall not assign any interest in this 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 Consultant 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 Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant 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. The Consultant 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 Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant 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 Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant 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 Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant 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 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant'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 Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant'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 **RFP No. 7476** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7476**.

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 Consultant 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 Consultant 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 Consultant 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 the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant:

City:

The City of Waterbury
Attn: Education
236 Grand Street
Waterbury, CT 06702

With a copy to:

Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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 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 Consultant 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 Consultant 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 Consultant 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. The Consultant 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 Consultant 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 Consultant 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 Consultant 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:

CONSULTANT

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

1. Scope of Services, consisting of _____ page(s), attached hereto
2. City of Waterbury RFP No. 7476, consisting of _____ pages, attached hereto
3. Any Addendums to RFP No. 7476
4. Consultant's Response to RFP No. 7476, attached hereto
5. Certificates of Insurance
6. Licenses
7. All applicable Federal, State, and local statutes, regulations charter and ordinances

EXHIBIT C
REFERENCE CHECK

Please provide three (3) references:

1. _____

Company Name

Contact Person

Telephone Number

Period of Contract

2. _____

Company Name

Contact Person

Telephone Number

Period of Contract

3. _____

Company Name

Contact Person

Telephone Number

Period of Contract

EXHIBIT D

NON-COLLUSION STATEMENT

The undersigned hereby declares that this Proposal is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed: _____

Proposer's Name: _____

By: _____
Name

Its: _____

Street: _____

City, State, Zip: _____

Date: _____

STATE OF CONNECTICUT: _____)

) SS

COUNTY OF: _____)

Subscribed and Sworn to before me on this _____ day of _____
, 2022.

Notary Public

My Commission Expires: _____

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

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

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

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

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

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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

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

State of _____

SS.: _____

County of _____

_____, being first duly
sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

 Witness

 Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

ATTACHMENT C

**KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)

Phone: _____
Email: _____
Date: _____

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

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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 completion date of this contract. If the policy is replaced and/or the retroactive date is changed, 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.

Original, completed Certificates of Insurance must be presented to the City of Waterbury (and the Waterbury Board of Education, if applicable) prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury (and the Waterbury Board of Education, if applicable).

<u>General Liability:</u>	\$1,000,000 each Occurrence
	\$2,000,000 General Aggregate
	\$2,000,000 Products/ Completed Operations Aggregate

<u>Excess/Umbrella Liability:</u>	\$1,000,000 each Occurrence
	\$1,000,000 Aggregate

<u>Professional Liability/E&O:</u>	\$1,000,000 each Wrongful Act
	15,000,000 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is 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.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 18, 2022

RFP 7476 Professional Services for Expanded Educational Facilities Feasibility Study

Please refer to the questions and answers below.

Question: The International Dual Language School is currently grades K-2 with plans to grow to K-8. It now has students from Waterbury only. How much do you plan to grow? One grade per year? Contingent on a new building? Will the school remain intra-district?

Answer: One grade per year.

Question: Is the Maloney plan to go from K-5 to K-8 by adding a grade per year?

Answer: Yes, by adding one grade per year.

Question: Part C Scope of Services: Paragraph A1e(ii): Please clarify the minimum expectations for Schematic Design deliverables and Conceptual Design deliverables.

Answer: Conceptual Design will include collaboration with stakeholders on programmatic goals and develop the program with list of needs, uses and constraints, such as adjacencies, square footage requirements, prioritizations, site analysis for codes regulations and logistics and program schedules with budgets for the options. Deliverables will be design narratives with illustrations.

Schematic design will be further development of options agreed to after Conceptual Design including site plans, floor plans elevations, site logistics (i.e. geotech, civil, landscape, parking, traffic flow. Deliverables shall be SD drawing sets, schedules and budgets.

Question: Part C Scope of Services: Paragraph A1e(xi): This item requests pricing for deliverables to be itemized, inclusive of hours proposed by professional discipline. The bid form has a single lump-sum amount. Will a revised bid form be provided listing the itemized components for which break-out pricing is requested?

Answer: Based on the RFP scope, bidders shall provide pricing per each element of the study, yet a lump sum is still required.

Question: Are the documents on pages 50-63 of the RFP required as part of this proposal or submitted after selection?

Answer: Pages 50-59 and page 62 need to be filled in and submitted with the proposal. Corporate and/or Limited Liability Resolution on pages 61 and 62 as well as insurance on page 63 would be signed and/or submitted prior to signing a contract with the City.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury



SLAM

PROPOSAL FOR ARCHITECTURAL SERVICES

RFP #7476

CITY OF WATERBURY
EDUCATION DEPARTMENT
WATERBURY PUBLIC SCHOOLS

EXPANDED EDUCATIONAL FACILITIES
FEASIBILITY STUDY

NOVEMBER 29, 2022



November 29, 2022

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury, Room 103
235 Grand Street
Waterbury, CT 06702

RE: City of Waterbury Education Department RFP 7476 for: Expanded Educational Facilities Feasibility Study

Dear Mr. McCaffery:

We are pleased to provide our Qualifications and Proposal for the development of feasibility studies for expansion of the International Dual Language school and Maloney Inter-district Magnet School. We have assembled a highly experienced team with expertise in each of the component areas of the project as outlined in your Request for Proposal.

We welcome the opportunity to continue our relationship with the City of Waterbury and Waterbury Public Schools on their school facilities program after recently completing the Long Range Facilities Planning Study in October 2022. Our teams' in-depth knowledge of the existing facilities condition and long-term plan will allow us to start work immediately with zero ramp-up time.

SLAM has extensive experience in the planning and design of public schools in Connecticut at all grade levels. With a studio of professionals dedicated specifically to understanding and advancing public education, our project team led by myself as Principal-In-Charge/Project Manager will be committed to the success of your project. We offer the following:

- SLAM is a registered architect in the State of CT; we were incorporated in 1976 and have remained in continuous operation since that time;
- Our relevant experience spans 46 years of professional architectural practice, with a studio dedicated to the assessment, programming, planning and design of numerous PreK-12 schools for varied community settings throughout New England;
- SLAM has recently completed several district-wide master planning studies and project specific grant application support services for the CT districts of Cheshire, Groton, Hartford, New Haven, Ridgefield, Southington, Stamford, Waterbury, and Wethersfield, within the past 5 years. Those studies included enrollment projections, educational specification development, feasibility, conceptual/ schematic design, and grant application support services to those districts;
- SLAM has teamed with StudioJAED, Alfred Benesch & Associates and Eagle Environmental respectively for the MEP consulting, civil engineering and hazardous building material & site environmental services. We have extensive experience with each of these firms on public education projects in Connecticut and Rhode Island;

The S/L/A/M Collaborative Inc.
Somerset Square, 80 Glastonbury Blvd, Glastonbury, CT 06033

o 860 657.8077 www.slamcoll.com

CA CO CT FL GA IA MA PA



- SLAM and StudioJAED recently completed the Waterbury Public Schools Long-Range Facility Planning Study and thus have detailed knowledge of the school facilities' condition and long-range plan;
- Our studio leadership maintains strong relationships with the Office of School Construction Grants & Review (OSCGR) personnel and leads our K-12 studio in maintaining a current knowledge of policy and procedural changes within OSCGR, including state legislative actions affecting school construction projects.

We appreciate your consideration of our team's unique credentials and expertise presented herein and welcome the opportunity to work with the City of Waterbury and Waterbury Public Schools on this exciting project. Please contact me at kmorhardt@slamcoll.com , or 860-368-4221 (office), 860-712-9233 (cell) with any questions.

Respectfully submitted,
The S/L/A/M Collaborative, Inc.

Kemp A. Morhardt, AIA
Principal



TABLE OF CONTENTS

1. Proposer Information	11
2. Experience, Expertise & Capabilities	
Philosophy Statement & Business Focus.....	19
Summary of Relevant Experience.....	20
Personnel Listing.....	21
Conflict of Interest Statement.....	21
3. Statement of Qualifications & Work Plan	
Qualifications.....	65
Work Plan.....	74
4. Cost Proposal (Separate Sealed Envelope)	
5. Work Completion, Default & Litigation.....	77
6. Exceptions & Alternatives	81
7. Additional Data	
Certification.....	83
Exhibit A (in separate envelope)	
Exhibit B (not required)	
Exhibit C.....	84
Exhibit D	85
Waterbury Annual Financial Statement.....	86
Waterbury Debarment Suspension.....	90
Waterbury Disclosure Statement.....	91
Attachment C.....	96



SECTION ONE

PROPOSER INFORMATION







PROPOSER INFORMATION

FIRM NAME

The S/L/A/M Collaborative, Inc. (SLAM)

PERMANENT MAIN OFFICE ADDRESS

80 Glastonbury Boulevard
Glastonbury, CT 06033

DATE FIRM ORGANIZED

1976

LEGAL FORM OF OWNERSHIP (WHERE INCORPORATED)

Corporation - State of Connecticut

NUMBER OF YEARS IN SERVICE UNDER PRESENT NAME

46 years

NAMES, TITLES, REPORTING RELATIONSHIPS AND BACKGROUND INFORMATION ON PRINCIPAL MEMBERS OF THE FIRM, INCLUDING OFFICERS

SLAM is governed by a Board of Directors consisting of the following 8 Shareholders:

1. Ansel, Steve
2. Coles, Greg
3. Finucane, Terri
4. Herrick, Kevin
5. Kantor, Dan
6. Morhardt, Kemp
7. Polvino, Richard
8. Pulito, Bob

Background information on directors/officers of the firm follow.

Notable Projects/Clients

- University of Notre Dame
- Englewood Hospital
- Danbury Hospital
- Vassar College
- Hopkins School

Notable Projects/Clients

- Kaiser Permanente, Murrieta Medical Office Building
- Kaiser Permanente, Independence Park Administrative Building
- University of Southern California, Keck School of Medicine
- UCLA Executive Architect for Blanket EDPA
- Studio 1016 Office Renovation



STEVEN W. ANSEL, AIA, ACHA - PRINCIPAL

Steve has been affiliated with SLAM since 1977. His work for the firm includes facilities master planning and design on a wide range of healthcare and educational projects. Throughout his career, Steve is especially interested in creating high quality traditional buildings that embrace modern-day technology, with a sensitivity to the unique character of each campus.

Education

M. Arch., Yale University
B. Arch., Harvard University

Registrations

AL, CT, GA, IN, MA, MD, MI, NJ, NY, OH, RI, VA, VT, NCARB certified



GREGORY COLES, AIA - PRESIDENT

Greg has been with the firm since 1990. A talented architect possessing a variety of skills, he often leads the LA Studio during the pre-design and overall strategy sessions at the onset of the project with the design team and client. Greg has over 28 years of experience in space planning, programming, tenant improvement projects, and ground-up buildings. Greg has had experience in managing, directing, and designing projects in nearly every building type throughout his career.

Education

B. Arch., California State Polytechnic University

Registrations

CA, MA

Notable Projects/Clients

- The Hartford
- Pfizer, Inc.
- Harvard University
- Emory University
- Vassar College

Notable Projects/Clients

- Emory University
- MIT Graduate Housing
- Montclair State University
- Notre Dame of Maryland University School of Nursing
- Purdue University
- Rutgers University



TERRI L. FINUCANE, IIDA - CHAIRPERSON

Terri is a Chairperson of the firm, member of the Board of Directors, and Studio Leader for the Interior Architecture Studio. She joined the firm in 1983 and has managed and designed numerous significant projects for leading corporate and educational clients. Terri is a workplace design expert with strong communication skills and extensive experience in project management, planning, space programming and design.

Education

B.S., University of Connecticut

Registrations

NCIDQ



KEVIN HERRICK, AIA - PRINCIPAL

Kevin is a Principal of the firm and the Market Leader for Higher Education. With over 30 years international experience in the industry, he brings a distinctive set of skills to projects and a personal commitment to clients and project teams. In addition to award-winning design expertise, he possesses a broad range of project management experience. This unique blend of conceptual and hands-on abilities has made him a sought-after project leader at all levels of educational design.

Education

B.A., Roger Williams University

Registrations

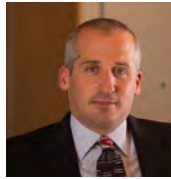
CT, NJ, MA, NCARB certified

Notable Projects/Clients

- Providence College, Ruane Center for the Humanities

Notable Projects/Clients

- Gilmartin PreK-8 School
- Waterbury Career Academy
- Groton Middle School
- Journalism & Media Academy
- Weaver High School
- Torrington Middle/High School
- Bulkeley High School



DANIEL S. KANTOR - TREASURER

Dan is a Principal, and the Chief Financial Officer for the firm. With SLAM since 1992, Dan was named Chief Financial Officer in 1999. His primary responsibilities include finance, accounting, mergers and acquisitions, legal and risk management. Dan is responsible for control and preservation of the firm's assets; planning and reporting of project and firm financial results; maintaining the firm's banking and financing relationships; client contract negotiations; and administering the firm's employee benefit programs, including the health plan, investment savings, and profit sharing plans. He also coordinates outside legal, accounting, insurance, management, and benefit consulting support to ensure compliance with all laws, regulations and reporting requirements.

Education

M.B.A., Rensselaer Polytechnic Institute
B.A., Math and Computer Science, Providence College



KEMP A. MORHARDT, AIA - SECRETARY

Kemp has been with the firm since 2005. He leads the firm's public education market sector. With over 27 years of architectural and engineering design experience on a broad range of institutional and civic projects, including experience in the design/build industry, Kemp brings a unique perspective to his projects and a personal commitment to clients and project teams.

Education

A. S. Architectural Technology, Capital Community College
B. Arch., University of North Carolina at Charlotte
B.S., Civil Engineering, University of Connecticut

Registrations

CT, MA, NY, RI, NCARB certified

Notable Projects/Clients

- University of Mary Washington
- Sacred Heart University College of Health Professionals
- Buffalo State College New Technology Building
- Providence College New Humanities Building

Notable Projects/Clients

- Duke University
- Cornell University
- Pfizer, Inc.
- ESPN



RICHARD POLVINO, AIA - PRINCIPAL

Rick is an Associate Principal and project manager at The S/L/A/M Collaborative with a depth of experience in all phases of planning, design, documentation and construction. His main focus is with national market sector leaders in healthcare and sci-tech industries.

Education

M. Arch. m and B. Arch State University of New York at Buffalo (SUNY)

Registrations

CT, FL, MA, ME



ROBERT F. PULITO, AIA - PRINCIPAL

Bob has been with the firm since 1989 is the President of the Firm, and serves on the Board of Directors. He has broad experience in complex academic and technical facilities and serves as principal-in-charge for some of the firm's most important and complex projects. Bob has an architectural as well as business management background and brings an effective blend of design skill and business acumen to each of his projects.

Education

B. Arch. and B.S., Syracuse University

Registrations

AL, CT, GA, MA, MD, MI, MN, NY, IA, IL, RI, SC, TN, NCARB certified

SECTION TWO

EXPERIENCE, EXPERTISE & CAPABILITIES





PUBLIC EDUCATION CLIENTS

Amity High School, Woodbridge, CT
Asian Studies Academy, Hartford, CT
Barlow Elementary School, Ridgefield, CT
Bethany Middle School, Bethany, CT
Boston Public Schools, Boston, MA
Bridge Street School, Northampton, MA
Bulkeley High School, Hartford, CT
Capital Preparatory Magnet School, Hartford, CT
Celentano School, New Haven, CT
Chippens Hill Middle School, Bristol, CT
CREC Public Safety Academy, Enfield, CT
East Hampton High School, East Hampton, CT
East Providence High School, East Providence, RI
East Ridge Elementary School, Ridgefield, CT
H. H. Ellis Technical High School, Danielson, CT
Gilmartin Elementary School, Waterbury, CT
Graham & Parks Elementary School, Cambridge, MA
Granby High School, Granby, CT
Groton Middle School, Groton, CT
Groton School District, Groton, CT
Hamden High School, Hamden, CT
Hartford School District, Hartford, CT
Helen Street Elementary School, Hamden, CT
Hillhouse High School/Field House, New Haven, CT
Hop Brook Elementary School, Naugatuck, CT
Jerome Harrison E. S., No. Branford, CT
Journalism & Media Academy, Hartford, CT
W. F. Kaynor Technical High School, Waterbury, CT
James McGuire Elementary School, North Providence, RI
Johnston Public Schools, Johnston, RI
Metropolitan Business Academy, New Haven, CT
Miller-Driscoll School, Wilton, CT
Mystic Middle School, Mystic, CT
James Naylor K-8 School, Hartford, CT
New Bedford School District, New Bedford, MA

New Canaan M. S., New Canaan, CT
New Haven Public Schools, New Haven, CT
New Canaan Middle School, New Canaan, CT
Nonnewaug High School, Woodbury, CT
Stephen Olney Elementary School, North Providence, RI
Orange Middle School, Orange, CT
Ox Ridge Elementary School, Darien, CT
Pawtucket School District, Pawtucket, RI
Pembroke School District, Pembroke, MA
Providence School District, Providence, RI
Providence Career & Technical Academy/Field House, Providence, RI
Regional School District 12, Washington Depot, CT
Ridgefield High School, Ridgefield, CT
Ridgefield School District, Ridgefield, CT
Rogers High School, Newport, RI
Samuel Staples Elementary School, Easton, CT
Sandwich Public Schools, Sandwich, MA
Shea High School, Pawtucket, RI
Sheffield Elementary School, Turner Falls, MA
Shelton Intermediate School, Shelton, CT
Soule Road School, Wilbraham, MA
Stamford Public Schools, Stamford, CT
Early Childhood Center Feasibility Study, Stamford, CT
Timothy Edwards Middle School, South Windsor, CT
Teaticket Elementary School, Falmouth, MA
Torrington Middle/High School, Torrington, CT
Topsfield School District, Topsfield, MA
Waterbury Career Acad., Waterbury, CT
Waterbury School District, Waterbury, CT
Weaver High School, Hartford, CT
Westport Elementary School, Westport, MA
Wilton High School, Wilton, CT
Windham Middle School, Windham, CT
Winters STEAM Elementary School, Pawtucket, RI
Worcester School District, Worcester, MA

Feasibility Study

EXPERIENCE, EXPERTISE & CAPABILITIES

PHILOSOPHY STATEMENT & BUSINESS FOCUS

For 46 years of professional architectural practice, SLAM's Education Studio has assessed, programmed, planned and designed PreK-12 schools for learning communities throughout New England. SLAM has a long history of designing new and renovated school facilities and has helped communities across Connecticut implement projects to bring new educational programs to life. Our collaborative approach to working with builders, our clients' facilities managers, and our own in-house structural engineering, interior design, construction services, and landscape design expertise, help us ensure problem-free delivery of these projects.

With our extensive, national experience in the design of educational facilities at all levels, from pre-schools through colleges and universities, SLAM brings innovations and applications learned from each type of learning environment to every school project, offering a unique breadth of experience to our clients.

The programming/planning phase is a critical step in any building project, and is a core design service provided by SLAM. Our process has evolved over years of working with educational institutions and is designed to produce a plan that is both visionary and feasible – two elements critical to implementation. We see programming/planning as a process by which the client, represented by its project committee, investigates its assets and opportunities, defines its goals and methods, and develops a strategic plan to achieve them. SLAM serves as the technical arm of the project committee. We develop the planning database, provide expertise on space standards and solutions, show the group its design and planning constraints and possibilities, translate the committee's hopes and concerns into design solutions and strategies, and facilitate the Committee's full involvement in the planning and decision process.



LIST OF PROJECTS - 3 YEARS (K-12 STUDIO)

NONNEWAUG HIGH SCHOOL

Woodbury, CT

Contact Information:

Mr. John Chapman, Building Comm. Chair, Region 14

(203) 263-4330

jchapman@ctreg14.org

Start/Completion Dates: 2016 - 2020

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$3.1M

Services Provided: Renovate-as-New high school project
Architecture, Structural Engineering, Programming/Planning,
Interior Design, Landscape Architecture, Sustainable Design;
Cost Estimating

GROTON MIDDLE SCHOOL

Location

Contact Information:

John J. Butkus, Program Manager

(860) 906-1577

John.butkus@arcadis.com

Start/Completion Dates: 2018-2020

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$2.2M

Services Provided: New Middle School
Architecture, Landscape Architecture, Structural Engineering,
Interior Design, Programming/Planning; Cost Estimating

JAMES MCGUIRE ELEMENTARY SCHOOL

North Providence, RI

Contact Information:

Mayor Charles Lombardi

(401) 232-0900

mayoroffice@northprovidenceri.gov

Start/Completion Dates: 2017-2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$1.5M

Services Provided: New Elementary School
Architecture, Landscape Architecture, Interior Design;
Programming/Planning

WEAVER HIGH SCHOOL

Hartford, CT

Contact Information:

Jack Butkus, Program Director

Arcadis/O&G

(860) 906-1577

jackbutkus@arcadis-ogind.com

Start/Completion Dates: 2014 - 2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$10.7M

Services Provided: New high school
Architecture, Structural Engineering, Programming/Planning,
Interior Design, Landscape Architecture, Sustainable Design;
Cost Estimating

STEPHEN OLNEY ELEMENTARY SCHOOL

North Providence, RI

Contact Information:

Mayor Charles Lombardi

(401) 232-0900

mayoroffice@northprovidenceri.gov

Start/Completion Dates: 2017 - 2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$1.5M

Services Provided: New Elementary School
Architecture, Landscape Architecture, Interior Design;
Programming/Planning

OX RIDGE ELEMENTARY SCHOOL

Darien, CT

Contact Information:

Richard (Rusty) Shriner

(203) 321-5404

rshriner@darienct.gov

Start/Completion Dates: xxxx-2022

Completed within the time frames: Yes

Gross Cost of Agreement (Gross Fee): \$54.0M

Services Provided: New Elementary School Architecture,
Landscape Architecture, Interior Design, Programming /
Planning



OTHER PROJECTS OF A SIMILAR NATURE

Ansonia Public Schools New Middle School Feasibility Study
East Providence Schools Feasibility Study
Groton Schools Long-Range Facilities Plan
Hartford Public Schools Facility Study
New Canaan Middle School Feasibility Study
New Haven Schools Long-Range Facilities Planning
Johnston Public Schools RIDE State II Master Planning
Journalism & Media Academy Facility Study Assessment
Pawtucket Facility Condition Assessment Update

Providence Schools District-Wide Needs Assessment
Region 12 Master Plan and Feasibility Studies
Ridgefield Public Schools Feasibility Study
Stamford Public Schools Long-Range Facilities Planning
Stamford Public Schools Early Childhood Center Feasibility Study
Waterbury Public Schools Facility Utilization/Redistricting Study
Wilton Miller-Driscoll Feasibility Study

See project sheets which follow for some of these relevant projects

LIST ANY CONTRACTS OR PURCHASE ORDERS (PAST 3 YEARS) FOR CITY OF WATERBURY.

Waterbury Public Schools Facility Utilization/Redistricting Study #6906 - Contract Completed October 31, 2022

PERSONNEL LISTING AND RESUMES

The hallmark of The S/L/A/M Collaboration is close client collaboration. This collaborative approach begins with the "Principal in Charge," a uniquely qualified and talented architect who will work with you from project conception through completion. Dedicated to finding the appropriate solution for your school, this Principal listens closely to your community's issues and presents balanced choices based on your needs. This principal is supported by a core architectural team, carefully chosen from our specialized studios, as well as consultants who have worked successfully with SLAM on other projects. This team structure offers you the consistent personal attention of a small firm combined with the technical capabilities, expertise, and responsiveness of a large firm.

We are committed to the total success of this project and have formed a high-performance team of dedicated professionals that has a depth of knowledge of current public school environments; is familiar with collaborative, multi-organizational team structures and processes; and is dedicated to delivering the project within budget and time constraints.

SLAM key team members proposed for this project:

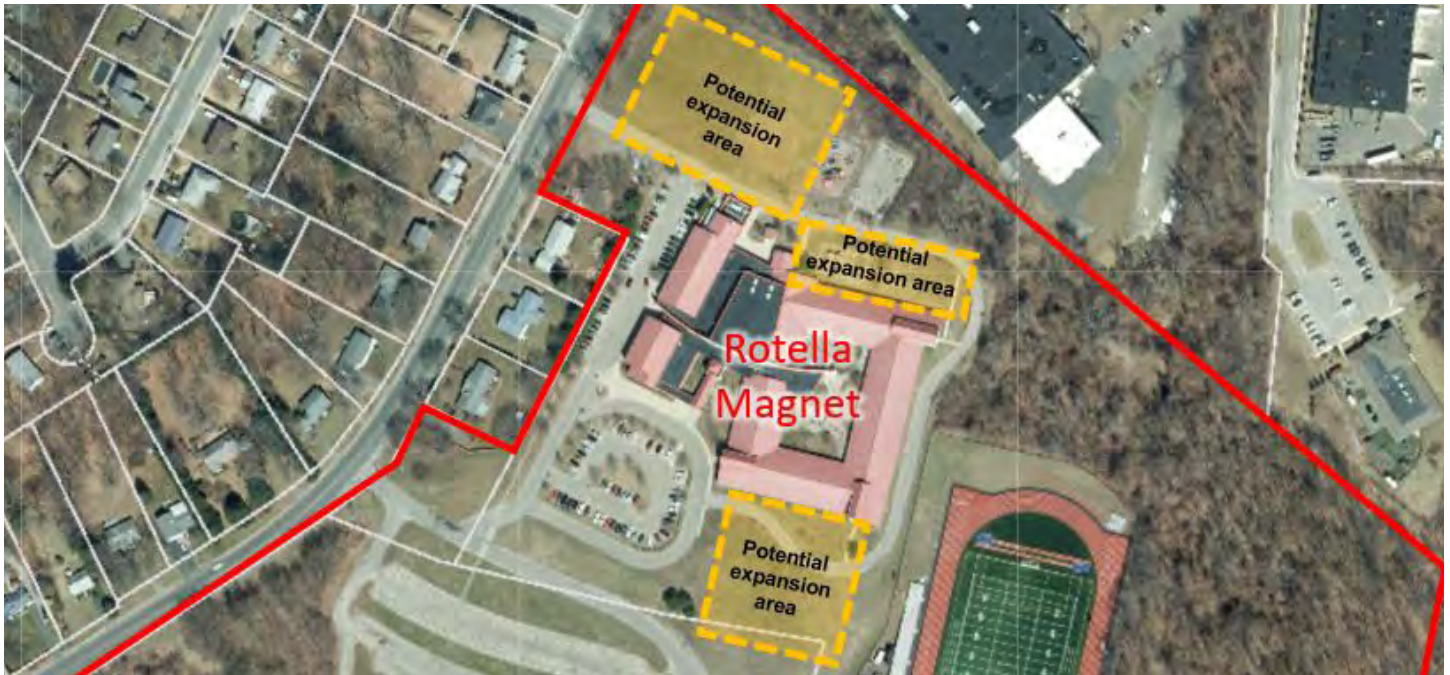
Principal-In-Charge	Kemp Morhardt, AIA
Project Manager	Amy Samuelson, AIA
Design Architect	James Hoagland, AIA
Lead Programmer/Planner	Amy Christmas, ALEP
Planner/Educational Specifications	Mike Zuba, AICP, NCI
Cost Estimator - Planning	Nate Bernier, CPE, LEED AP

CONFLICT OF INTEREST

None

WATERBURY PUBLIC SCHOOLS - LONG-RANGE FACILITIES PLANNING

Waterbury, CT

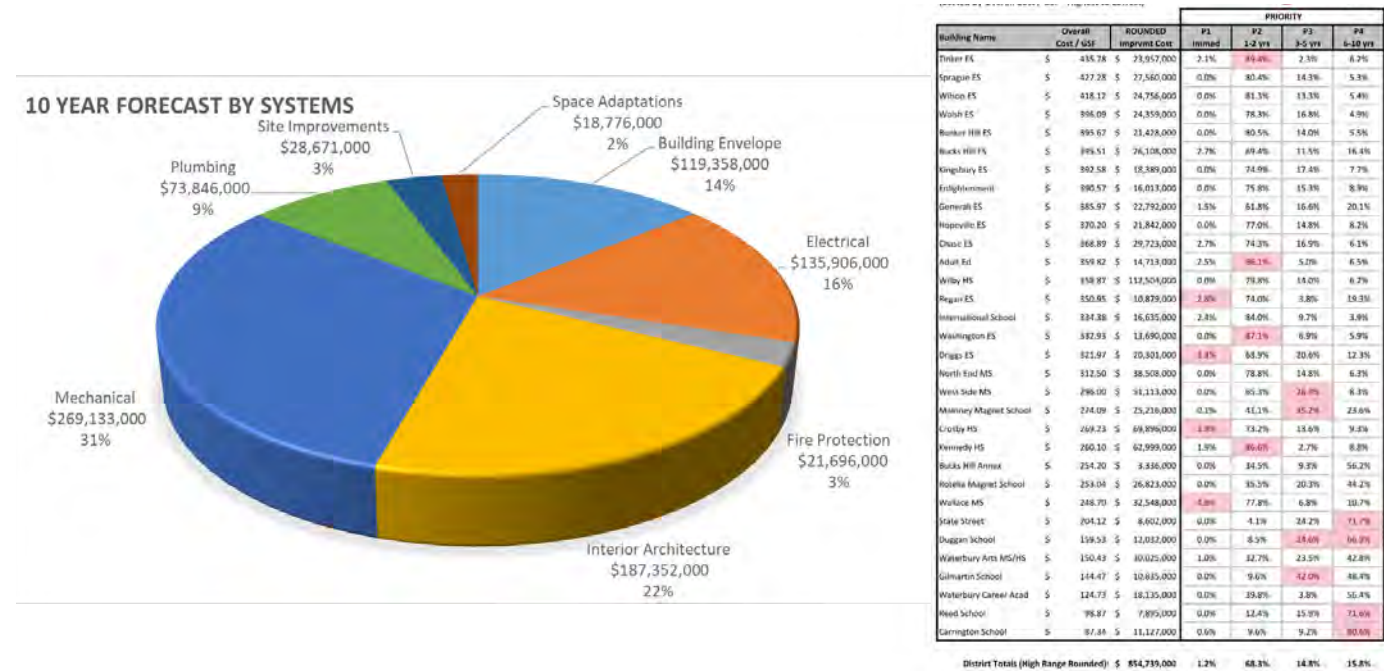


SLAM is currently engaged by Waterbury Public Schools to provide design and planning services for educational facility assessments, demographic study and utilization analysis, resulting in comprehensive master plan for Waterbury Public Schools. Working in collaboration with StudioJAED and SLR, the team is evaluating the physical condition of all existing school facilities, assessing school capacity & utilization across the district and preparing 10 -year enrollment projections. The data generated from the investigative portion of the study will inform planning scenarios developed to guide facility reinvestment and capital renewal, facility-best-use, expansion of successful WPS programs and improved facility utilization over the next 10 years.

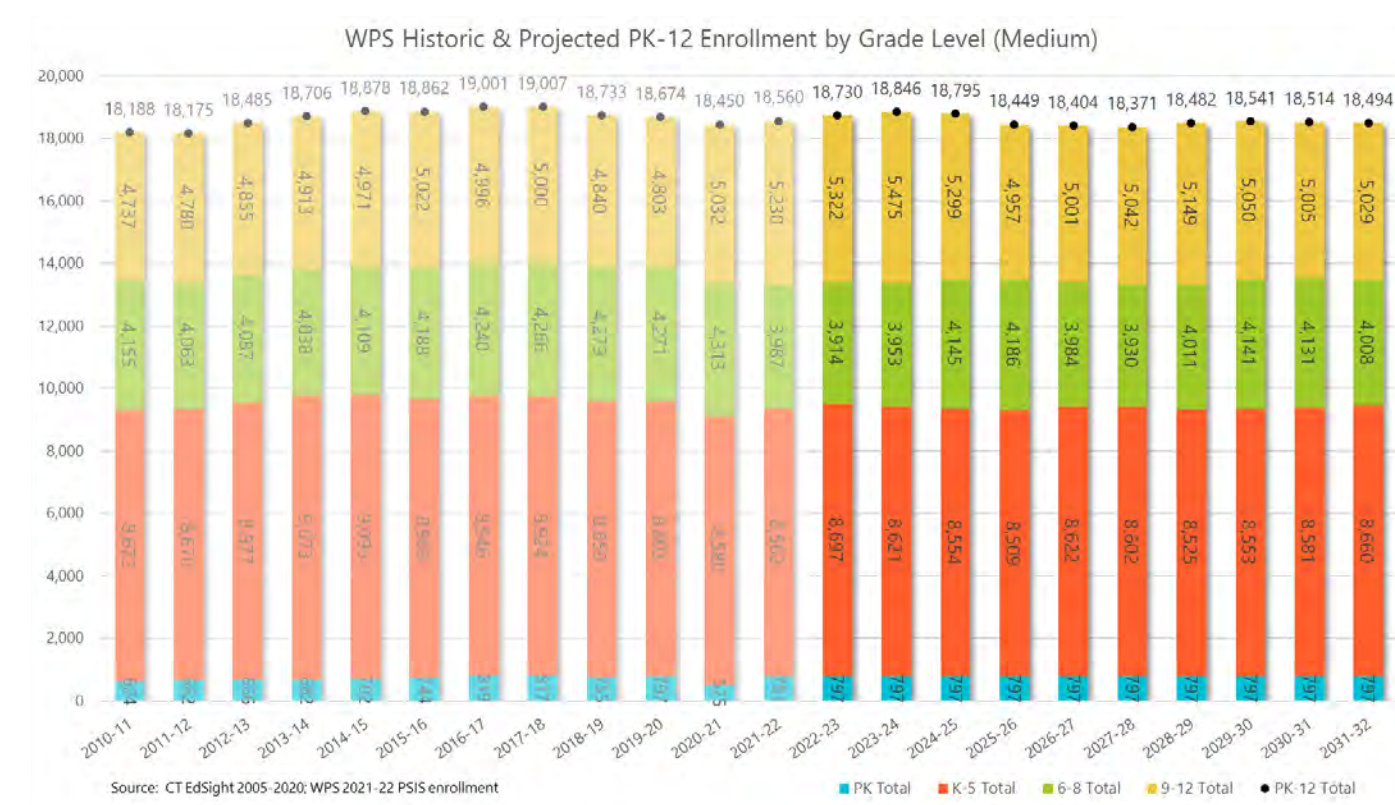
The master plan is a data driven process that aligns with the District's Strategic Plan goals, as well as national educational standards, and provides a structured yet malleable framework for implementation. Waterbury's aim for the Master Planning process is to achieve the following:

- Determine the most efficient use and allocation of resources given forecasted demographics, forecast enrollment, capacity of existing schools, and other relevant variables such as the condition of the building envelope and systems infrastructure; curricular and programmatic priorities; and
- Propose to the Board of Education a range of possible alternatives to the current use of facilities, configuration, infrastructure, practices, and procedures taking into consideration their relevant implications including, but not limited to, budget, facilitation of academic programs, impact on children and families, existing magnet school obligations, and legislative requirements and mandates.
- Through engagement with key stakeholder's identify a preferred alternative with a detailed implementation plan and funding strategy

Facility Condition Assessment Findings

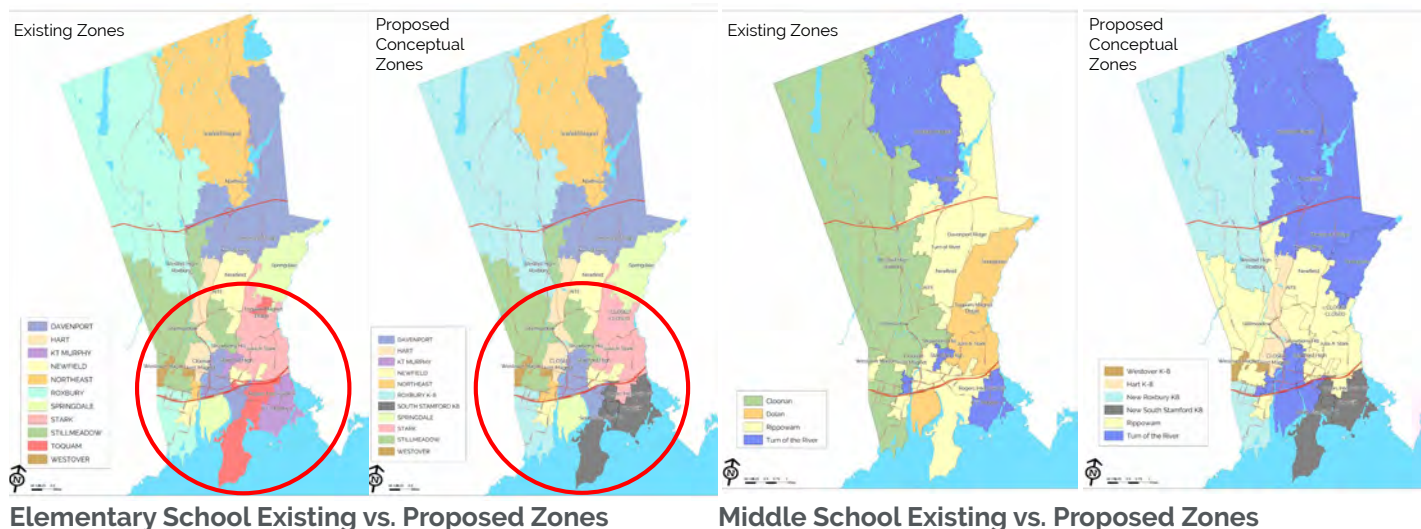


Enrollment & Demographic Study Summary



CITY OF STAMFORD – LONG-RANGE FACILITY PLANNING

Stamford, CT



SLAM was engaged by the City of Stamford to provide design and planning services for educational facility assessments and demographic study, resulting in comprehensive master plan for Stamford Public Schools (SPS). Working in collaboration with StudioJAED and SLR, the team evaluated the physical condition of all existing school facilities, assessing school capacity & utilization across the district and prepared a demographic study and 10 -year enrollment projections. The data generated from the investigative portion of the study informed planning scenarios developed for facility-best-use, alignment of student attendance zones to schools and improved facility utilization over the next 10 years.

The master plan will be used to guide the SPS with research-based knowledge of best models to incorporate its mission and educational vision, as well as national educational standards, and provide a framework for implementation. The vision and desired outcomes for the master plan included the following goals:

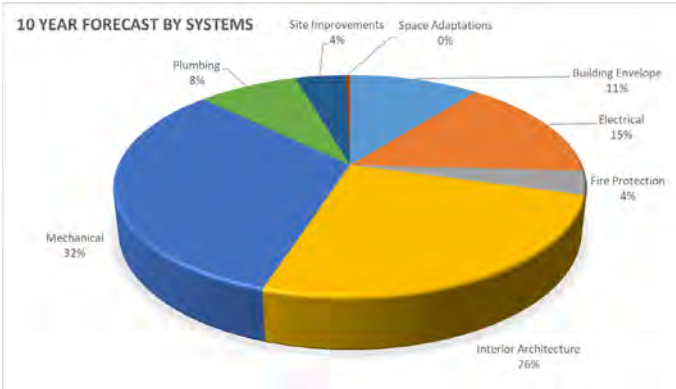
- A comprehensive holistic plan that takes into accounts all of schools;
- Study of the school buildings' structural integrity, infrastructure and ability to meet District's needs;
- A City-wide projected enrollment assessment (including the variable of COVID's impact on the housing market); and
- A long-term Capital Management Plan for the future that includes considerations such as climate change on buildings and mechanical infrastructures.

It is intended that the master plan will provide the model for facilities planning for a short-term (1 – 5 years), mid-range (5 - 10 years), and long-range (10 - 20 years), presented in "good, better, best" solutions, taking current facility deficiencies, capacity, as well as demographics into consideration. The process included a review of functional deficiencies and condition issues in existing facilities, educational suitability issues, technology readiness issues, special program needs, demographic trends, and capacity issues.



Facility Condition Assessment Findings

10 Year Forecast by Building Systems

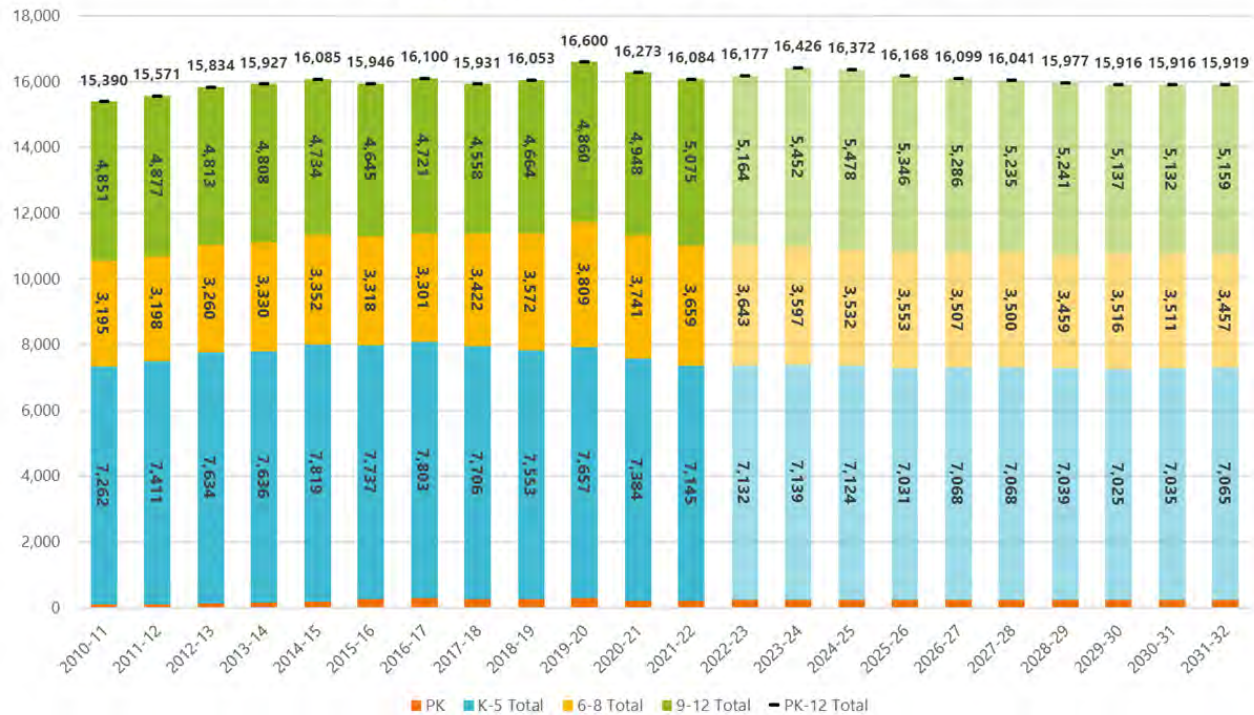


10 Year Forecast by Priority

Building Name	Overall Cost / GSF	ROUNDED Imprint Cost	PRIORITY			
			P1 Immed	P2 1-2 yrs	P3 3-5 yrs	P4 6-10 yrs
Roxbury ES	\$ 415.46	\$ 36,976,000	0.2%	64.6%	21.1%	14.0%
Newfield ES	\$ 369.37	\$ 28,035,000	0.2%	73.9%	18.3%	7.6%
Northeast ES	\$ 335.16	\$ 28,730,000	0.0%	59.4%	19.7%	20.8%
Turn of River MS	\$ 331.81	\$ 40,151,000	0.0%	62.1%	19.9%	18.0%
Stamford High	\$ 321.84	\$ 115,862,000	0.0%	47.8%	18.2%	34.0%
Toquam Magnet ES	\$ 314.24	\$ 28,438,000	3.2%	60.3%	19.4%	17.1%
Westhill HS Annex*	\$ 298.05	\$ 13,412,000	0.1%	29.7%	39.0%	31.3%
Stamford HS Stadium	\$ 297.95	\$ 4,767,000	0.0%	60.2%	7.9%	31.9%
Dolan MS	\$ 297.21	\$ 33,881,000	0.0%	66.0%	20.3%	13.7%
Springdale ES	\$ 288.49	\$ 25,387,000	0.1%	61.8%	22.1%	16.0%
Hart Magnet ES	\$ 281.95	\$ 23,204,000	0.0%	42.3%	17.9%	39.8%
Rippowam MS	\$ 277.95	\$ 63,290,000	0.0%	50.5%	27.9%	21.5%
Cloonan MS	\$ 272.51	\$ 44,735,000	0.0%	58.4%	28.0%	13.6%
Stillmeadow ES	\$ 262.50	\$ 28,448,000	0.0%	59.6%	34.1%	6.2%
KT Murphy ES	\$ 252.80	\$ 21,488,000	0.0%	42.4%	28.2%	29.3%
Stark ES	\$ 245.92	\$ 23,092,000	0.0%	46.5%	40.4%	13.1%
Davenport ES	\$ 233.91	\$ 19,857,000	0.0%	52.7%	17.6%	29.7%
Rogers Intl School	\$ 193.48	\$ 25,477,000	0.0%	26.8%	36.4%	36.8%
Ait&E HS	\$ 179.01	\$ 19,791,000	0.0%	33.3%	15.8%	50.9%
Scofield Magnet MS	\$ 166.61	\$ 24,856,000	0.0%	42.8%	25.5%	31.7%
Westover Magnet ES	\$ 109.80	\$ 15,592,000	0.0%	12.2%	25.2%	62.6%
Strawberry Hill	\$ 26.73	\$ 3,555,000	0.0%	22.4%	31.0%	46.6%

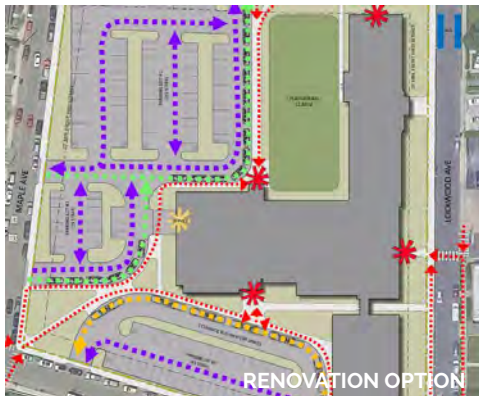
Enrollment & Demographic Study Summary

Historic & Projected PreK-12 Enrollment by Grade Level
2010-11 to 2031-32 (Medium Scenario)

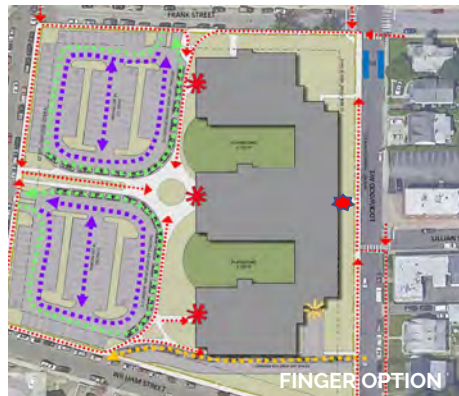


STAMFORD PUBLIC SCHOOLS – EARLY CHILDHOOD CENTER FEASIBILITY STUDY & GRANT APPLICATION

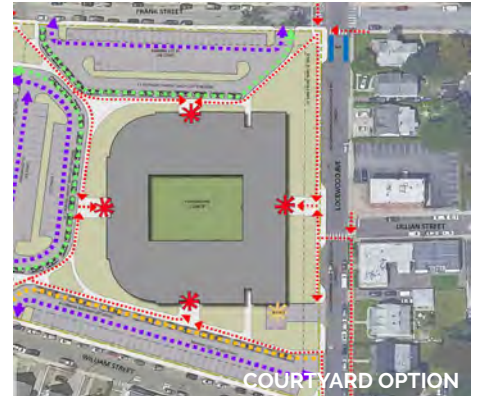
Stamford, CT



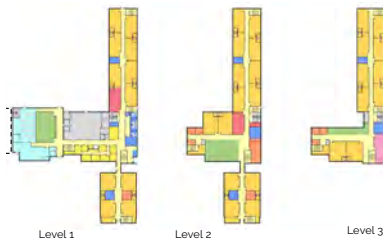
RENOVATION OPTION



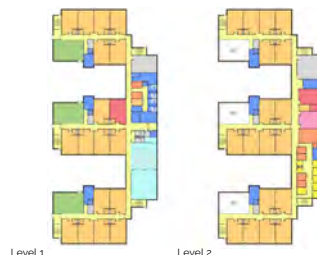
FINGER OPTION



COURTYARD OPTION



Level 1 Level 2 Level 3



Level 1 Level 2



Level 1 Level 2

SERVICES
Master Planning, Enrollment Projections & Analysis, Site Planning, Cost Estimating

PROJECT SIZE
85,150 SF - 101,015 SF

CONSTRUCTION COST
TBD

COMPLETION DATE
5/2021

SLAM was engaged to support the creation of educational specifications and assist with the submission of the grant application for a new facility for Stamford's Early Childhood Center program (CLC). Apples. Working in collaboration with Frank Locker (Education Planner), the team held visioning sessions with key personnel from the city and directors of the participating education programs to determine requirements for the projected 676 student enrollment.

SLAM presented three conceptual design options: a complete renovation of the existing 101,015-SF and two new building options (Finger and Courtyard options). Total square footage, project costs, allowable area for grant and state reimbursement costs were compared for all three options. It was determined that the renovation option would have exceeded the state's allowable \$450/SF for renovation status approval, in addition to other related building concerns, such as circulation issues, inefficient classroom sizes and program adjacencies.

The selected Fingers Option accommodates the desired site program, provides strategic separation of building access points, secured playground spaces and maintains the Lockwood Ave entrances for visitor arrival. The building is comprised into six classroom clusters with two secured playgrounds for smaller groupings, and three gross motor rooms with direct access to the exterior playground.

The SLAM team completed the grant application submission to CT DAS, OSCG&R in collaboration with the City of Stamford and this project was included on the 2022 priority list.



ENROLLMENT PROJECTIONS



CT K-12 SCHOOL



PROGRAMMING PLANNING

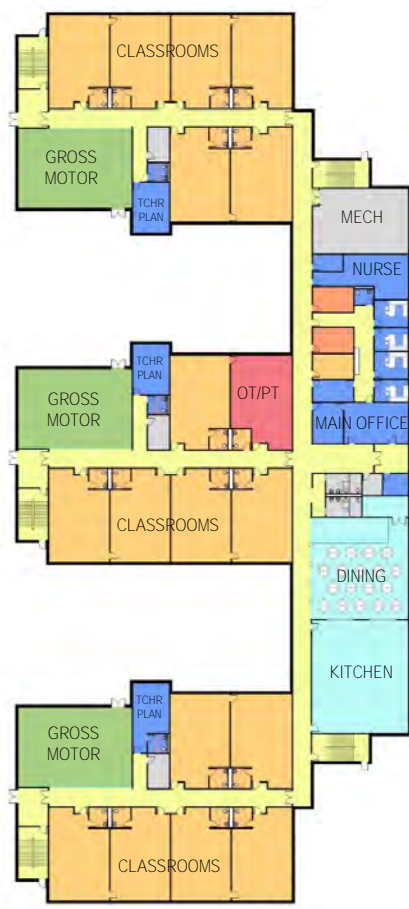


NEEDS ASSESSMENT



CT GRANT APPLICATION

STAMFORD PUBLIC SCHOOLS – EARLY CHILDHOOD CENTER FEASIBILITY STUDY & GRANT APPLICATION
Stamford, CT

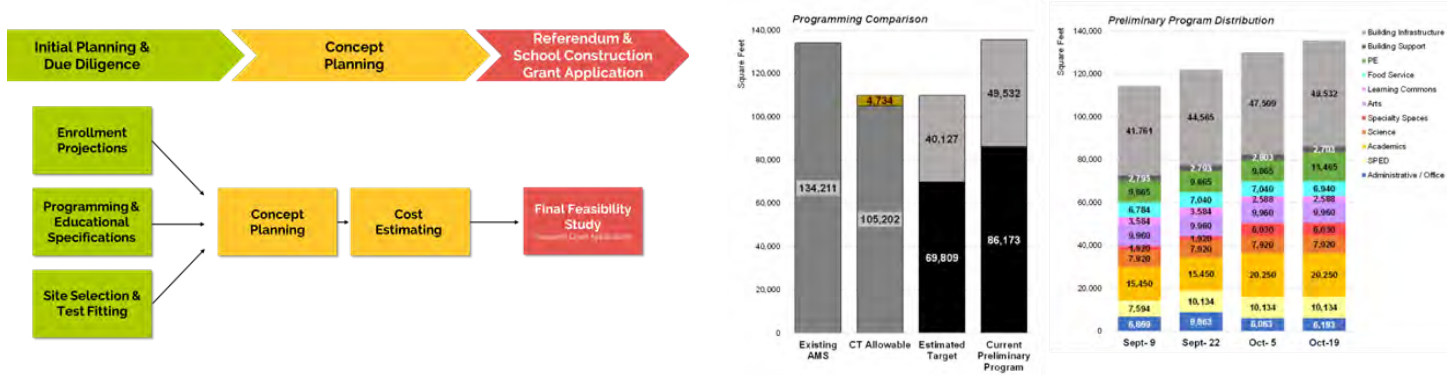


LEVEL 1



ANSONIA PUBLIC SCHOOLS - NEW MIDDLE SCHOOL FEASIBILITY STUDY

Ansonia, CT



The SLAM Collaborative is assisting Ansonia Public Schools with a feasibility study for a new Middle School, providing technical assistance and expertise in support of a future grant application to the State Office of School Construction Grants & Review (OSCG&R). Specifically, the project includes the following tasks:

1. Site Analysis and Conceptual Test Fits

- Analysis of new middle school site inclusive of access and egress, utilities, zoning requirements, and natural resource constraints such as wetlands, topography, flood zones, and soils.
- Prepared a series of conceptual "test fits" to test the feasibility of different layout options and identify a preferred layout option for refinement during the conceptual design phase.

2. Enrollment Projections

- Prepared 10-year enrollment projections, in accordance with OSCG&R requirements, inform the design capacity of the new building and the state reimbursable square footage.

3. Educational Specifications

- Led a collaborative process with APS administrators, building leadership, and staff to develop educational specifications for the new Ansonia Middle School.
- Identified the spaces and site features needed to align the new facility with the district's educational vision, while balancing those wants and needs with the state's reimbursable square footage and financial considerations.

4. Conceptual Design

- Develop conceptual architectural and site design layouts in alignment with the Educational Specifications and identify preferred option.
- Prepare renderings to communicate project vision with City leadership and public

5. Cost Estimating

- Prepare preliminary cost models for initial concepts to assist in selection of preferred option.
- Prepare detailed cost model for preferred option in support of school construction grant application.

6. School Construction Grant Application Support

- Assist APS with the Grant coordination with the OSCGR.
- Prepare grant application materials, including feasibility study report, enrollment projections report and SCG-053 form.

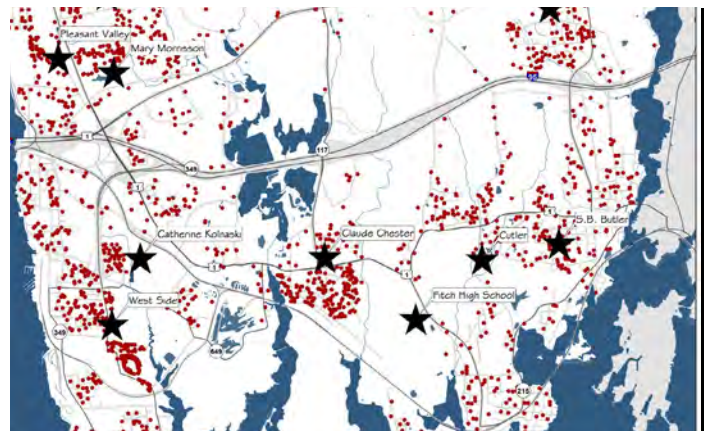


GROTON SCHOOLS - LONG-RANGE FACILITIES PLAN

Groton, CT



SLAM teamed with SLR International on a long-range facilities plan for the City of Groton, CT. The project included a comprehensive analysis of the district enrollment projections, elementary, middle school and high school facility assessments and test fit studies in support of potential re-districting scenarios. SLAM's role was to inventory and evaluate the existing facilities in the context of the district educational specifications and prepare site and building test fits (feasibility studies) for new construction scenarios as well as prospective reuse scenarios (e.g. middle school converted to elementary). The project scope also included cost modeling for multiple facility upgrade/reuse scenarios to provide town leaders with the necessary decision making information and data for presenting the project for referendum.



Final scenario on which cost model was based:

- New Middle School for 1,000 students on undeveloped site
- Two Renovate-to-New existing Middle School conversions to PreK-5 schools for 600 students
- Successful referendum 11/2016 for \$184.5M
- Compact bldg. design can be accommodated – proximate to High School, works with existing topography
- Wetlands preserved
- Independent access for Middle School with controlled access to High School site
- Middle School site PE/ athletic program has been met
- Existing HS PE/ athletic program preserved and complimented
- Met with DEEP Open Space and Watershed Land Acquisition to Discuss Middle School Concepts and Deed Restrictions.
 - Identified Mechanism and process for conversion of Merritt Property (+/- 35 ac) to a municipal educational use.
 - Continue dialogue with DEEP to develop a conversion agreement if SFITF desires to move forward with Merritt Concept



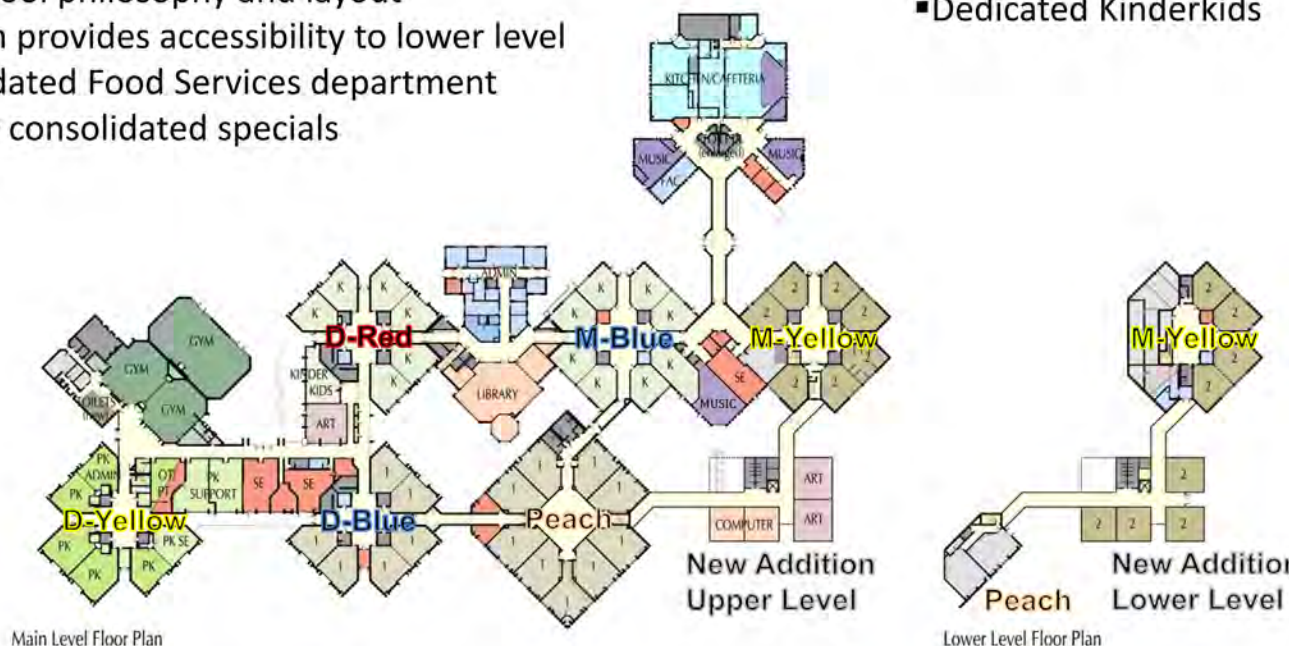
Wilton, CT

The preliminary findings of the feasibility study helped the district decide whether to use the existing two connected buildings as two schools or one large school. The decision was made to combine to one school, so it was important to study the most efficient use of the existing space and provide options for a renovation, and if necessary, an addition to support the District's goals. The school also needed to accommodate the State-required Pre-school program with a separate entrance.

The feasibility study provided designs for upgrading the existing layout of the classroom pods of the school, to make each pod more efficient. It also provided suggestions on a redesign of the school's main entrance, as a way to become more welcoming and a redesign of the Administration Department.

- Consolidated Pre-K program areas
- Relocated Pre-K playground
- Relocated drop-off area for Pre-K
- One school philosophy and layout
- Addition provides accessibility to lower level
- Consolidated Food Services department
- Partially consolidated specials

- Expanded program
 - PE station (3 to 4)
 - Computer
 - Special Education
 - Dedicated Kinderkids

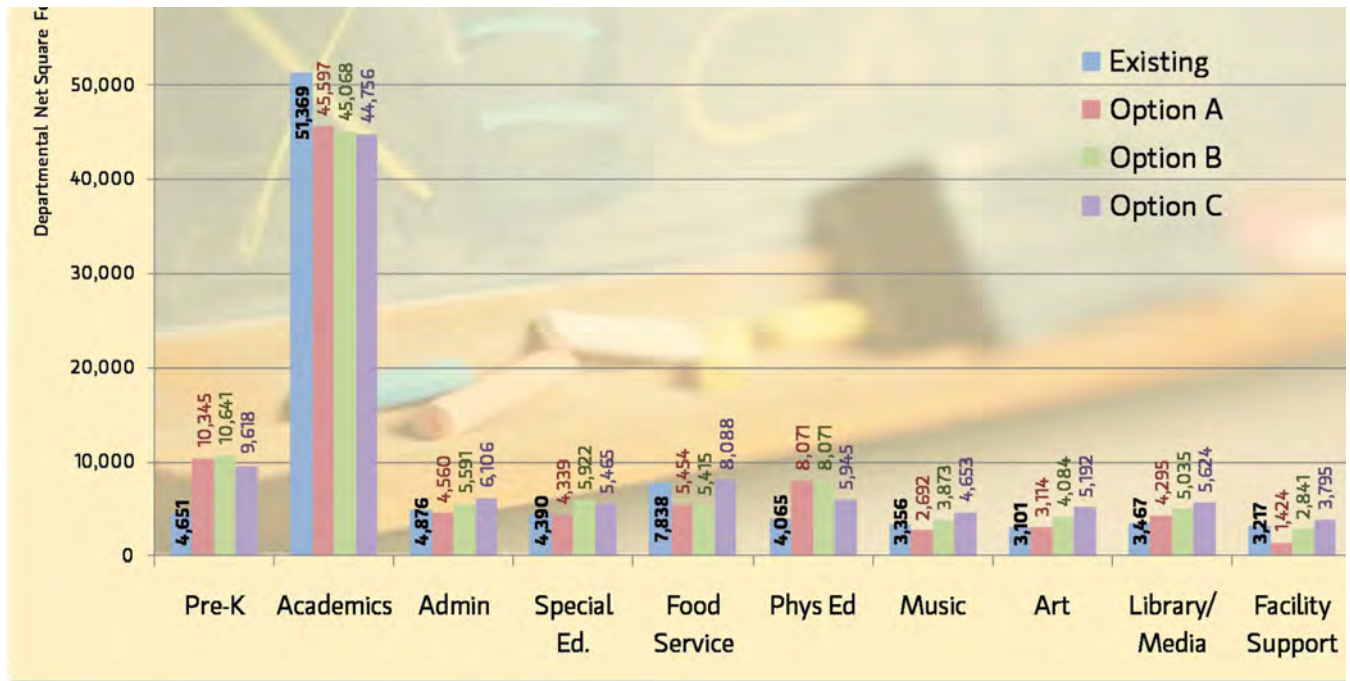


Program:	6,211 NSF	New Construction:	14,830 GSF	Lot Coverage:	7,507 SF
----------	-----------	-------------------	------------	---------------	----------



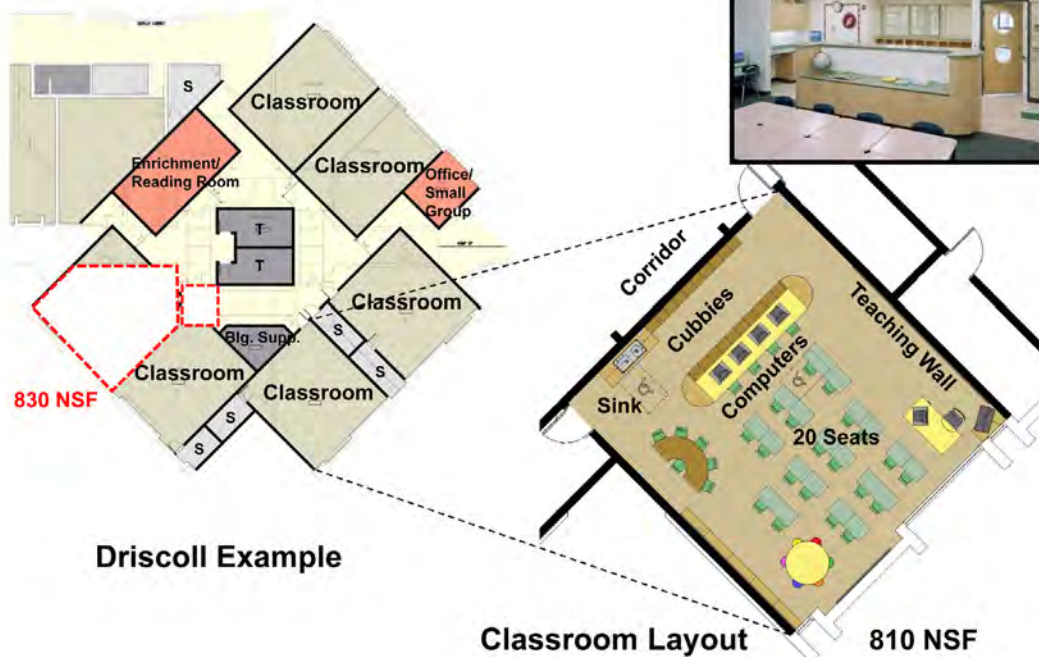
WILTON MILLER-DRISCOLL - FEASIBILITY STUDY

Wilton, CT



Classroom Counts

	Existing	Program	All Options
Pre-K	3	5	5
Kindergarten	17	14	14
1 st Grade	17	15	15
2 nd Grade	16	15	15



JOURNALISM & MEDIA ACADEMY, FACILITY ASSESSMENT

Hartford, CT



DATE COMPLETED
2013

AGE OF FACILITY
Built 1920's

SLAM conducted an existing conditions assessment to evaluate the physical condition of the Journalism & Media Academy. This assessment included the documentation of major code compliance issues as well as the development of recommendations and possible corrective actions for noted deficiencies to achieve an additional 20-year service life for the school.

The study recommended demolishing a 30,000-SF portion of the building constructed in the 1950's due to the need for extensive repairs and the incompatibility with the proposed program. The recommendation also included retaining a 25,000-SF portion of the building constructed in the 1920's, due to the quality of the existing structure and its adaptability to the new program.

The resulting renovate-as-new project consists of a 53,000-SF addition and 25,000-SF renovation to provide a new school for 400 students in grades 9-12. The new facility delivers cutting-edge curricula and innovative programs that will build skills in critical thinking and creative media production. The school offers preparation for college readiness and employment in the fields of journalism and new media especially as they relate to Internet Journalism and Videography.

The school has been designed to meet Connecticut's High Performance Building Standards with a LEED Gold equivalence.



PROGRAMMING
PLANNING



NEEDS
ASSESSMENT



CT
K-12 SCHOOL

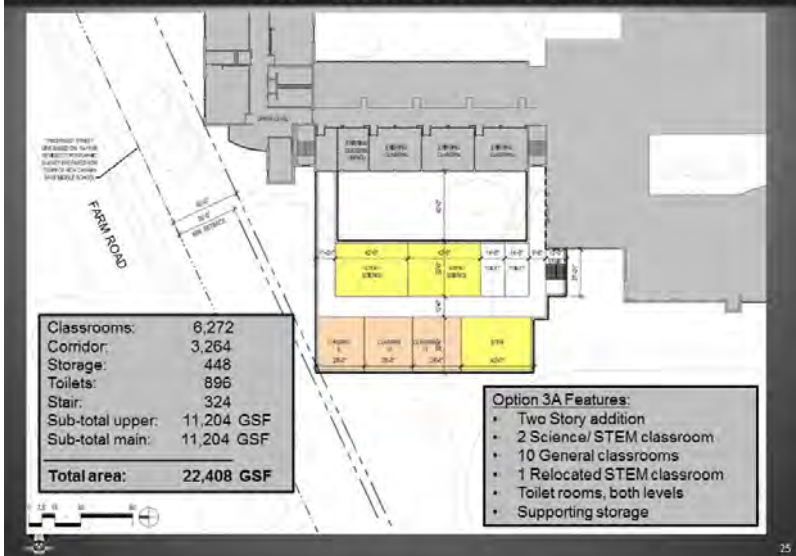
JOURNALISM & MEDIA ACADEMY, FACILITY ASSESSMENT
Hartford, CT



NEW CANAAN MIDDLE SCHOOL - FEASIBILITY STUDY

New Canaan, CT

Option 3A – Northwest – Upper Level – 12 Classrooms + STEM



Reference:

Ms. Penny Rashin, Chair, Building Committee (203) 594-4000

Completed:

2015

SLAM conducted a study for this 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands.

The feasibility study tracked the many ways in which Saxe offices and instructional rooms have been shoe-horned into spaces—including basement storage areas and hallway alcoves—that were not originally designed for the purposes they now serve.

Specifically, the feasibility study recommended adding two classrooms and one science room for fifth grade, five classrooms for the sixth, seventh and eighth grades and four special ed resource rooms, as well as "reclaiming" faculty dining space and four "team rooms.

Option 3A – Northwest – Recommended Option

Meets Most Needs:

- Provides recommended number of science classrooms
- Provides recommended number of general classrooms
- Provides recommended number of Sp. Ed. spaces
- Reclaims faculty multi-purpose/dining room
- Reclaims four team rooms
- Permits Sp. Ed. currently in corridor alcoves to move into space
- Permits the reclamation of Language/ Computer labs slated for conversion to classroom space for 2015/ 16 and 2017/18
- 2 existing 6-8 science plus 1 class room remain undersized
- Curriculum director office remain in basement
- Faculty workroom and copy room remain as Sp. Ed.
- Storage rooms converted to Sp. Ed. remain



27

Figure 39: 2014-15 Total PK-8 Seat Deficits by City Quadrants



RIDGEFIELD PUBLIC SCHOOLS - FEASIBILITY STUDY

Ridgefield, CT



DATE COMPLETED

2004

AGE OF FACILITY

Built 1960's

CONTACT INFO

Dr. Kenneth Freeston

Former Superintendent of Schools

(914) 669-5414

The S/L/A/M Collaborative provided system-wide facilities evaluations, pre-referendum services, and design for additions and renovations to the high school, middle school, and four elementary schools.

The **High School** project included 210,000-SF renovations and 90,000-SF addition for 1800 students to house state-of-the-art science classroom/labs as well as a 2-story cafeteria for 600 students that serves as a central socializing space. The new addition also houses a Culinary Arts Lab similar to a contemporary commercial kitchen.

The **East Ridge Middle School** project consisted of additions and renovations to this 40,000-SF middle school and included: new connector to annex and conversion of annex to library/computer center; conversion of existing library to an Art Suite; new science/laboratory spaces; improvements to gym, locker rooms, cafeteria, and auditorium; renovation of all classrooms; and new mechanical/electrical/technology systems.

The **Barlow Elementary School** project involved the conversion of an existing community center building into a new 100,000-SF elementary school for grades K-5, including a 35,000-SF addition. The new light-filled rooms, state-of-the-art technology,



PAWTUCKET SCHOOLS - RIDE STAGE II

Pawtucket, RI



The projects included within this (revised) Stage I application are in alignment with the visioning and master planning work done by The SLAM Collaborative (SLAM) as a supplement to the previous submission by MTG and SMMA as well as the Jacobs Facilities Conditions Assessment. Based on changes considered by the Pawtucket School District (PSD), SLAM was engaged in June 2019 to update the 9/17/18 Stage I submission to RIDE, incorporating new demographic and visioning outcomes.

The projects included for further development by SLAM as part of the Stage II process include the following:

- **Comprehensive High School Renovations of Shea and Tolman High Schools**

- Following tours of historic buildings with RIDE and the RI HP & Historic Commission, renovation of both schools focuses on maintaining facades while providing necessary accessibility. Interior renovations, restoration of first floor corridors and auditorium. Limitations of available site and the historic context of each high school make expansion unlikely. PSD will consider phased construction or double sessions to allow for renovation of the two high schools.

- **District-wide Health and Safety Upgrades**

- Health and Safety work at multiple schools scheduled for summer construction periods through 2024
- **Closing of two existing elementary schools and construction of two new STEAM Elementary Schools on the existing school sites**
- Replacement of existing schools requires temporary educational space or phasing.
- Construction of new elementary schools with a higher student capacity allows shifting of student population creating space in other schools for necessary core academic space.

SLAM was subsequently selected to renovate Shea High School in association with Brewster Thornton Architects; as well as the design for the Winters STEAM Elementary School



NONNEWAUG HIGH SCHOOL

Woodbury, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

PROJECT SIZE

150,000 SF

CONSTRUCTION COST

\$52 M (est.)

COMPLETION DATE

In Construction

3/2020 (est.)

NOTABLE PROJECT FEATURES

- New school will feature a maker space where students can gather to work on projects while sharing ideas, equipment, and knowledge;
 - State-of-the-art learning environments for 21st Century Learning, including hands-on learning labs
- Renovations/improvements to athletic facilities and fields
- Project is a phased renovation while occupied

This 150,000-SF renovate-as-new project includes replacement of science labs and classrooms with new state-of-the art learning environments; installation of new hands-on learning labs; renovation of dated auditorium with all new audience seating, acoustic wall and ceiling treatments, and appropriate accessibility; renovation of performance stage to include all new flooring, curtains, theatrical lighting, and sound system; renovation of the existing gymnasium by replacing the wood athletic floor, all gym equipment, spectator bleachers, and wall padding; renovation of library media center to include a maker space and updated technology; all new finishes and furniture in the cafeteria, kitchen, offices and conference rooms.

The existing 2-story main corridor will be brightened with new finishes, new lockers, sleek metal railings, and sunlight reflecting solar tubes for lighting. To meet current energy codes, all HVAC systems are being replaced, as are plumbing fixtures and infrastructure, insulation is being added at exterior walls and the attic level, and old single-pane windows are being replaced. The building will also be upgraded to include new life safety measures including an entirely new fire suppression (sprinkler) system and to meet the CT guidelines for school safety infrastructure.

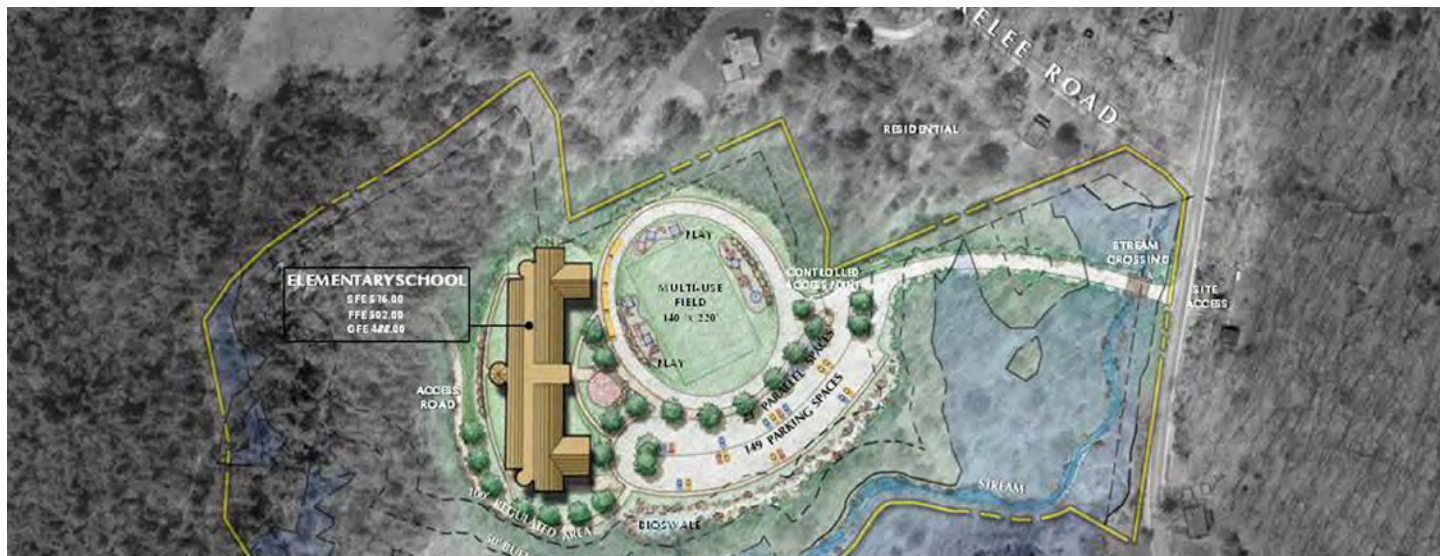
Site improvements include new parking lots, reconfigured site circulation to improve safety, a beautiful entry and graduation plaza, and plantings. Natural athletic fields will all be renovated in place and will receive a new irrigation system, and a new multipurpose artificial turf field will be installed at the existing track.



REGIONAL SCHOOL DISTRICT 12 - MASTER PLAN AND ELEMENTARY SCHOOL FEASIBILITY STUDY

Washington Depot, CT

As an outcome of the master planning study we provided, SLAM conducted a feasibility study of a prospective site for a new regional elementary school. Services included the commissioning and management of engineering investigations for: site boundary and topographic survey, wetlands survey, environmental engineering, and geotechnical engineering. Design services included: site planning, architectural planning, civil and traffic engineering. Construction estimating services were included in order to present the building committee with a comprehensive feasibility study for the project, including an estimated project cost. SLAM also assisted the Building Committee in presenting the study to the community to answer constituent questions.



REGIONAL SCHOOL DISTRICT 12 - MASTER PLAN AND ELEMENTARY SCHOOL FEASIBILITY STUDY

Washington Depot, CT

The S/L/A/M Collaborative provided Master Planning services to Regional School District 12 to assist them in evaluating three existing K-5 elementary schools as well as the viability of a consolidated K-5 elementary school on a separate site. Review and refinement of the district's educational specification space program resulted in revised space programs for each school. Collaboration with the Board of Education, Steering Committee, and individual school task force members resulted in the optimal solution for each school.



TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL

Torrington, CT



SERVICES PERFORMED BY SLAM

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

PROJECT SIZE

310,000 SF

BUDGETED CONSTRUCTION COST

\$152M (est.)

FINAL CONSTRUCTION COST

TBD

DATES OF DESIGN

1/2021 - 6/2022

DATES OF CONSTRUCTION

6/2022 - 4/2025 (est.)

The project is the design of a new Middle/ High school and central administration offices on the existing 35 acre high school site. The new building is to be constructed while the existing high school remains operational. The existing track and field are to remain in place having just been completed six years prior and shall remain operational during construction. The completed project will include new fields and tennis courts to support HS and MS athletics.

Design enrollment includes 1,005 students in grades 9-12 and 645 students in grades 7-8 for a total of 1,580 students. Approximately 30 central administration staff will also be included in the building.

The high school curriculum will include six academic pathways: STEM/Hi-Tech Manufacturing, Education, Public Safety/ Criminal Justice, Applied Arts, Business and Health & Wellness and provide modern learning environments, premier performing arts spaces in support of Torrington's award winning visual and performing arts curriculum.

The relocation of middle school enrollment to the new middle/high school campus is part of a larger district master plan that will permit the re-purposing of the existing middle school into a grade 4-6 facility, thus transforming the existing elementary schools into grade K-3 facilities.

The school is being designed to CT High Performance Building Standards, LEED Gold Equivalent.

TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL

Torrington, CT



NOTABLE PROJECT FEATURES

- Maker Spaces
- Six Academic Pathways
- Performing and visual arts programs
- On-site school readiness program supports the Education Pathway
- Industrial and Performing Arts culture of Torrington was the inspiration for the school's design



OX RIDGE ELEMENTARY SCHOOL AND EARLY LEARNING PROGRAM

Darien, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

CONTRACT NUMBER

035-0117N

PROJECT SIZE

110,000 SF

BUDGETED CONSTRUCTION COST

\$54.0M

FINAL CONSTRUCTION COST

TBD

DATES OF DESIGN

05/2019 - 07-2020

DATES OF CONSTRUCTION

9/2020 - 8/2023 (est.)

Design of a new 110,000-SF, PK-5 School to provide an inspirational place of learning for 428 K-5 students. The facility will also house a district-wide Early Learning Program for 150 PreK students. The design will include flexibility toward future expansion as well as flexibility of programmatic uses of designed spaces to provide a variety of learning environments and consideration of potential community access and use of facilities. The project will be designed to integrate sustainable design principles. The new school will be built on open space on the current site, while the existing school remains operational.

Notable Features

- Separate ELP (Pre-K) wing, positioned for shared use support facilities with the K5 wing
- Neighborhood classroom "pods" by grade level K-5
- Learning Commons/Learning Corridor" for breakout space outside the classroom, by grade level
- Main courtyard as a central organizing feature, with outdoor curriculum space
- Building and site design integrated into existing site topography

OX RIDGE ELEMENTARY SCHOOL AND EARLY LEARNING PROGRAM
Darien, CT



WEAVER HIGH SCHOOL

Hartford, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Cost Estimating

PROJECT SIZE

250,000 SF

CONSTRUCTION COST

\$110 M (est.)

COMPLETION DATE

7/2019 (est.)

Transformation (renovate-as-new) of a 1970's era 370,000-SF high school built for 2000 students into a modern, theme-driven school to accommodate 900 students in grades 9-12. Three theme offerings include: Richard J. Kinsella Magnet School for the Performing Arts, Journalism and Media Academy and High School Inc., Hartford's Insurance and Finance Academy, the curriculum for which is based on the National Academy Foundation Finance model.

The school is being designed to CT High Performance Building Standards, LEED Silver Equivalent.

NOTABLE PROJECT FEATURES

- Transformation of a 1970's building with windowless classrooms into a 21st century learning environment
- Integration of three distinct school programs under one roof through careful programming and development of spaces that could be used by multiple programs
- Renovation of a 1,400-seat auditorium and development of a 200-seat Black Box theater
- Band, strings, and choral classrooms; dance, music and drama studios
- CAD/Maker lab, Computer Graphic Arts, and Traditional Art Studios
- TV Studio and control room and Radio Station (WQTQ)
- Entrepreneurial and insurance lab, Finance Lab and Marketing Lab
- Team Based learning Lecture Hall (TBL)
- Site Improvements to provide dedicated bus and parent drop off lanes, improved 400-meter, 8-lane track and synthetic turf four-sport competition field with spectator seating





WATERBURY PUBLIC SCHOOLS



Kemp A. Morhardt, AIA
Principal-In-Charge



Amy Samuelson, AIA, LEED AP
Project Manager



Michael Zuba, AICP, NCI
Director of Public Education
Master Planning



James Hoagland, AIA, LEED AP
Design Architect



Amy Mund Christmas, ALEP
Programmer/Planner



Nate Bernier, CPE, LEED AP
Chief Cost Estimator

CONSULTANTS

MEP/FP Engineering



Civil / Environmental &
Landscape Architecture



LEP Consulting Services



KEMP MORHARDT, AIA

Principal-in-Charge



EDUCATION

B. A. Arch, University of North Carolina at Charlotte

B. S., Civil Engineering, University of Connecticut

A.S. Architectural Technology, Hartford State Technical College

REGISTRATIONS

CT, MA, NY, RI
NCARB

MEMBERSHIPS

American Institute of Architects

Association for Learning Environments (A4LE)

American Society of Civil Engineers (ASCE)

ACTIVITIES

Greater Hartford Jaycees, Volunteer

American Red Cross, Volunteer

Board of Directors for First Church Nursery Schools

WHYBL, Coach

WHGSL, Coach

AWARDS & HONORS

2020 CT CREW, Weaver HS - Best in Class Education

2012 CEFPI, Northeast Region, Project of Distinction Award, Metropolitan Business Academy

2011 Real Estate Exchange, Best in Class, Educational Category, Metropolitan Business Academy

2011 CT Building Congress, Project Team Award of Merit, K-12 Schools, Metropolitan Business Academy

Kemp is a Principal of the firm and the leader of SLAM's Public Education practice. He is a member of the Education Studio leadership team, with a focus on the development of the K-12 and Higher Education markets. He serves on SLAM's board of directors, and the board of directors for SLAM's construction services group. With over 25 years of architectural and engineering design experience on a broad range of institutional and civic projects, he brings a unique perspective to projects with a personal commitment to clients and project teams. As an Architect, his ability to listen and understand a client's vision and expectations fosters close collaboration in transforming their ideas into built form. Kemp's extensive project management experience and meticulous attention to detail has helped SLAM build an impeccable track record of delivering complex projects on-schedule and frequently under budget, without sacrificing scope, design or construction quality. His commitment to sustainable design, especially in the areas of environmental stewardship, energy efficiency and reduced life cycle costs, yields significant dividends to our clients in the form of a reduced carbon footprint and long-term operational savings.

WATERBURY PUBLIC SCHOOLS, FACILITY UTILIZATION & REDISTRICTING STUDY

Study to analyze enrollment needs, inventory existing school facilities, and develop a plan to align demographics with school facility needs, space requirements, and education vision for the district's preK-8 grade system

WATERBURY PUBLIC SCHOOLS, LONG-RANGE FACILITIES PLANNING

Study to provide design and planning services for educational facility assessments, demographic study, and utilization analysis, across the district and facility best use master plan to consider the future needs of Waterbury students. The master plan is a data driven process that aligns with the District's Strategic Plan goals, as well as national educational standards, and provides a structured yet malleable framework for implementation.

GROTON SCHOOLS LONG-RANGE FACILITIES PLAN

Comprehensive analysis of the district enrollment projections, elementary, middle school and high school facility assessments and test fit studies in support of potential re-districting scenarios. SLAM's role was to inventory and evaluate the existing facilities in the context of the district educational specifications and prepare site and building test fits (feasibility studies) for new construction scenarios as well as prospective reuse scenarios (e.g. middle school converted to elementary). The project scope also included cost modeling for multiple facility upgrade/reuse scenarios to provide town leaders with the necessary decision making information and data for presenting the project for referendum. Completed 2013

HARTFORD PUBLIC SCHOOLS, FACILITY MASTER PLAN

Inventory, assessment and capacity analysis of all the schools in the Hartford district; the work also includes the development of planning options for facilities best use moving into the future to address changing enrollment dynamics in the context of magnet choice and open choice opportunities in the Greater Hartford region.

NEW CANAAN MIDDLE SCHOOL, FEASIBILITY STUDY

Study for 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands; developed a feasibility study for a 12-classroom addition including STEM classrooms.

REGION 12 SCHOOL DISTRICT, MASTER PLAN

Master Planning services to assist in evaluating three existing K-5 elementary schools and the viability of a proposed consolidated K-5 elementary school on a separate site. Review and refinement of the district's educational specification space program resulted in revised space programs for each school. Collaboration with the Board of Education, Steering Committee, and individual school task force members resulted in the optimal solution for each school.



AMY SAMUELSON, AIA, LEED AP

Project Manager



Amy, an Associate Principal with SLAM, has been with the firm since 1995 and has more than 25 years of experience as a project architect and manager. With expertise in education facilities of all types, she was recently named to the Studio Core Team Leadership as the Management and Human Resources Leader. Highly regarded for her exceptional team building skills, Amy manages complex projects, overseeing large teams from planning through design and construction and was recently awarded the AGC Designer of the Year award. Heavily involved in public schools required to follow the SSIC Guidelines, she has attended numerous seminars and training programs related to security in public schools. She is a member of the Connecticut School Construction Coalition, representing the Connecticut AIA, and is a presenter at the Coalition's annual education forum for town officials and school administrators. Amy

EDUCATION

B. of Architecture and B. of Science
in Architecture, Magna Cum Laude,
The Catholic University of America in
Washington, DC.

REGISTRATIONS

CT

MEMBERSHIPS

American Institute of Architects (AIA)
AIA Connecticut, Board of Directors
member
United States Green Building Council-LEED
Accredited Professional (Leadership in
Energy and Environmental Design)

AWARDS

Association of General Contractors (AGC)
Designer of the Year, 2019
D.C. AIA Merit Award for Senior Design/
Build Project
Benjamin T. Rome Award for Leadership,
Academics, and Professionalism.

PRESENTATIONS

Ed Spaces Conference, November 2022
"Success Through Inclusion: Maximizing
In-District Special Education Program
Potential"
2021 CABA/CAPSS Convention, Success
Through Inclusion: Maximizing In-District
Special Education Program Potential

WILTON MILLER-DRISCOLL FEASIBILITY STUDY

Feasibility study to determine how best to accommodate the Town's Pre-school and K-2 grades. The feasibility study provided designs for upgrading the existing layout of the classroom pods, for greater efficiency, as well as suggestions for a redesign of the school's main entrance, and of the Administration Department.

GROTON MIDDLE SCHOOL

New 155,000-SF middle school for 950 students in grades 6-8; school will follow the International Baccalaureate Middle years Programme and include STEM & Arts and Humanities pathways

MYSTIC MIDDLE SCHOOL

Design of a 24,000-SF addition and 53,000-SF renovations. Project includes four new classrooms, and new library, gymnasium, band and choral practice facilities. Renovations to the existing building will include code updates for health, fire, and safety; and technology wiring to allow for Internet connection throughout the school

NONNEWAUG HIGH SCHOOL

150,000-SF renovate-as-new project to include replacement of science labs and classrooms; installation of new hands on learning labs; renovation of auditorium, stage, and gymnasium; renovation of library media center, cafeteria, kitchen, offices and conference rooms; renovation of athletic facilities and fields; upgrades to HVAC, technology and code; hazmat abatement

OX RIDGE ELEMENTARY SCHOOL

New 110,000-SF, PreK-5 elementary school for 428 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

RIDGEFIELD HIGH SCHOOL

210,000-SF renovations and a new 90,000-SF addition for 1800 students that houses state-of-the-art science classroom/labs, as well as a 2-story cafeteria for 600 students that serves as a central socializing space. The new addition also houses a Culinary Arts Lab similar to a contemporary commercial kitchen. Construction cost: \$32.9M. Completed 2004.

SAMUEL STAPLES PREK-5 SCHOOL

121,000-SF new elementary school for 850 students, grades PreK-5; the school is broken down into classroom neighborhoods to allow for a simple organization, enabling young children to easily navigate the large-scale building. Recipient of numerous design awards, including 2009 AIA/CAE Educational Facility Design Award Citation

TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL & BOE OFFICES

New 310,000 SF Middle and High School facility for 1,650 students in grades 7-12, as well as 8,000 SF for the Central Office Administration, to be located on the current Torrington High School campus.

JAMES HOAGLAND, AIA, LEED AP

Project Manager/Design Architect



Jim is a Senior Associate with SLAM and brings over 20 years of experience on educational projects, with a specific affinity for K-12 work. Jim has a passion for creative design and has a proven reputation for delivering thoughtful solutions to complex architectural issues. He has successfully led a variety of project teams, working in a variety of school districts across the Northeast region with a wide range of scope and scale. Jim is a good verbal and written communicator and has become a valued SLAM team member. He also enjoys mentoring junior staff members and his recent involvement with the AIA Connecticut's Architectural Experience Program (AXP) Task Force and the in-house AXP candidates has been very rewarding.

EDUCATION

B. Architecture - Syracuse University

REGISTRATIONS

CT, MA, NCARB

MEMBERSHIPS

American Institute of Architects (AIA)

United States Green Building Council -
LEED Accredited Professional (Leadership
in Energy and Environmental Design)

AIA Committee on Architecture for
Education (CAE)

AIA CT - Architectural Experience Program
(AXP) Task Force

Adjunct Professor, University of Hartford
Board of Trustees, South United Methodist
Church

OTHER

2020 - 2021

Regional Senior Development Architect
for a Master Facility Planning Process that
delivers a comprehensive report to school
districts to address infrastructure, overall
facility and programmatic needs.

OX RIDGE ELEMENTARY SCHOOL, DARIEN, CT

New 110,000-SF, PreK-5 elementary school for 428 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

PAWTUCKET UNIFIED HIGH SCHOOL, PAWTUCKET, RI

New 420,000-SF High School that will replace two existing outdated High Schools in the City. Initial efforts include programming, site test fits, preliminary design and regulatory guidance for the Ad-Hoc Subcommittee.

ROGERS HIGH SCHOOL, NEWPORT, RI

Design and construction administration of a replacement high school and related site work; the school campus will be occupied during construction. The new school will provide flexible learning spaces and state-of-the-art design.

DUGGAN K-8 SCHOOL, WATERBURY, CT*

Renovation/addition utilizing a 31,000 SF historic renovation of a 1890 Richardsonian Romanesque school and a 45,000 SF addition that is configured to maximize student engagement within the new grade configuration on a tight urban site with steep slopes and reflects a strong sense of the neighborhood's commitment to the community.

JOHNSTON PUBLIC SCHOOLS NEW ELEMENTARY SCHOOL, JOHNSTON, RI

New elementary school for 1,100 students in Grades 1-4 to consolidate 4 elementary schools in the district. The new school includes multiple music, art, STEAM, media center, special education and enhanced educational environments. The layout embraces their familiar neighborhood school feel by creating neighborhoods of spaces centered around learning commons to bring the scale of the building down to a child friendly size.

PLANNING STUDIES - K12 PUBLIC*

- Amherst-Pelham Regional School MS/HS Consolidation Plan, MA*
- Caleb Dustin Hunking School Feasibility Study, Haverhill, MA*
- Groton Public Schools K-12 Master Planning Study, Groton, CT*
- Guilford High School Site Feasibility and Selection Study, Guilford, CT*
- Little Compton Schools Master Plan, Little Compton, RI*
- Manchester Public Schools, District-Wide Master Plan, Manchester, CT*
- Naugatuck Public Schools Facilities Utilization Study, Naugatuck, CT*
- Robertson and Washington Elementary School Feasibility Study,

AMY MUND CHRISTMAS, ALEP

Lead Academic Programmer/Planner



EDUCATION

B. Arch. - Wentworth Institute of Technology

MEMBERSHIPS/CREDENTIALS

Accredited Learning Environments Planner
(ALEP)

Society for College and university Planning
and university Planning (SCUP): Planning
Institute Alumna (2016-2018)

Association for Learning Environments
(A4LE)

RECENT PRESENTATIONS

Ed Spaces Conference, November 2022
"Success Through Inclusion: Maximizing
In-District Special Education Program
Potential"

ALA Atlanta, August 2022, "Breaking the
Barrier: Incorporating Universal Design"

Connecticut Association of Boards of
Education/Connecticut Association of
Public Superintendents (CABE/CAPSS)
Convention, November 2021 "Success
Through Inclusion: Maximizing In-District
Special Education Program Potential"

Mechanical Engineering Chair Summit,
August 2019 "Shared and Collaborative
Spaces"

ACUI Regional Conference, November
2018 "Changing Student Culture Through
Renovated Student Center Space: Scalpel
vs. Sledge Hammer"

A4LE LearningSCAPES National
Conference, October 2017, A4LE Northeast
Conference, March 2017 "Classroom to
Career: When You Get to a Fork in the Road,
Take It"

SCUP 50 National Conference, July 2015:
"How Curriculum and Space Can Learn
From Each Other"

AIA National Conference, May 2012: "How
People Learn: Connecting Research on
Learning to Planning, Designing, and
Assessing 21st Century Learning Spaces"

IFMA Facility Fusion Conference, March
2011: "How Does Your Campus Measure
Up? Assessing your campus' ability
to accommodate the new learning
environments"

Amy, an Associate Principal at The S/L/A/M Collaborative, has been with the firm for 24 years. She specializes in education work, particularly planning and program development. She is an expert and was key in developing the firm's Outcomes-Based Planning and Programming, a unique metric designed to help education clients assess the value of complex outcomes. Amy is one of only a few Accredited Learning Environment Planners in the State of Connecticut.

REGION 12 SCHOOL DISTRICT, FEASIBILITY STUDY AND MASTER PLAN

Master planning services in evaluating 3 existing K-5 schools, as well as the viability of a consolidated K-5 elementary school on a separate site; feasibility study of a prospective site for a new regional elementary school; update consisting of probable cost estimates for new PreK-5 and PreK-12 facilities.

NEW CANAAN MIDDLE SCHOOL, FEASIBILITY STUDY

Study for 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands; developed a feasibility study for a 12-classroom addition including STEM classrooms.

PAWTUCKET SCHOOL DISTRICT, MASTER PLAN AND STAGE II SUBMISSION

Development of a comprehensive master plan for all 16 schools in the Pawtucket school district as well as Stage II submission (through Schematic Design) for 4 schools: Shea High School, Tolman High School, Baldwin Elementary School, and Winters Elementary School, as well as district-wide health and safety upgrades.

WATERBURY CAREER ACADEMY

Programming, planning, and design for new innovative 150,000-GSF career and technical education center for students in grades 9-12. Programs include computer sciences, engineering technology, and human and health sciences. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

CREC PUBLIC SAFETY ACADEMY

New 150,000-SF state-of-the-art facility for 700 students, grades 6-12; goal is to prepare students for a career in public safety and community services, including police, fire, and emergency medical services. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

EAST HAMPTON HIGH SCHOOL

121,000-SF renovate-as-new, phased project for 580 students in grades 9-12. Project includes 93,000-SF renovation of existing space and a 28,000-SF addition to house a new science wing, lecture hall, and expanded cafeteria and gymnasium areas. Project also included the design of major site improvements to the main entrance, student drop off areas, overall vehicular and pedestrian circulation, on-site solutions for sustainable drainage and enhance the connection and experience of the existing athletic facilities

GROTON MIDDLE SCHOOL

New 154,000-SF middle school for 950 students in grades 6-8; school will follow the International Baccalaureate Middle years Programme and include STEM & Arts and Humanities pathways.

JOURNALISM & NEW MEDIA HIGH SCHOOL

53,000-SF addition and 25,000-SF renovation (renovate-as-new) to provide a school for 400 students in grades 9-12. The new facility will deliver cutting-edge curricula and innovative programs that will build skills in critical thinking and creative media production.

MICHAEL ZUBA, AICP, NCI

Director of Public Education Master Planning



EDUCATION

MS, Environmental Science University of New Haven

BS, Environmental Science Wilkes University

REGISTRATIONS

Certified Planner, American Institute of Certified Planners (AICP)

National Charrette Institute (NCI)

Certification in GIS University of New Haven

MEMBERSHIPS

American Planning Association

National Charrette Institute

Connecticut Economic Development Association

Mike is a certified planner with over 20 years of experience working in the A/E consulting industry, with a focus on master planning, demographics, and enrollment projection planning for K-12 projects, as well as expertise in land use and zoning. He also has extensive experience serving as a facilitator for public and private clients' planning processes including master plans, development projects, school redistricting, facility master plans, zoning regulations and community comprehensive plans. Since 2000, Mike has assisted more than 60 communities on a variety of projects ranging from demographics and land use to comprehensive plans. He understands the complexity of modern planning projects, balancing input from many stakeholders, managing project dynamics, and fostering public involvement.

CHESHIRE ELEMENTARY FACILITIES PLANNING

Developed school realignment and redistricting scenarios to support Cheshire's elementary school plan and construction program. As part of the master planning process, developed a program to re-organize from a five to four elementary school alignment. Through the construction of new elementary schools on the northern and southern ends of Town, this plan aims to address enrollment pressure and capacity concerns, while addressing capital needs across the elementary buildings. Additionally, 10-year enrollment projections were prepared to support Cheshire's pre-referendum and construction grant process.

DANBURY PUBLIC SCHOOLS ENROLLMENT PROJECTIONS FOR CAREER ACADEMY

Developed 10-year Comprehensive enrollment projections to support Danbury's school construction program for Danbury's Career Academy, with a planned capacity of 360 middle school students (grades 6-8) and 1,100 high school students (grades 9-12). Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

FAIRFIELD PUBLIC SCHOOLS (COOPERATIVE ED SERVICES) 10-YEAR PROJECTION STUDY

Developed 10-year comprehensive enrollment projections for Fairfield's eleven elementary schools, three middle and two high schools. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends. The baseline enrollment projections were used to develop elementary school reconfiguration and redistricting scenarios that helped guide the district's facility improvement plan and Fairfield's racial balance plan.

MANCHESTER PUBLIC SCHOOLS 10-YEAR PROJECTIONS

Developed 10-year comprehensive enrollment projections to support Manchester's elementary school construction program, which reorganized grade grouping and attendance zones. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

MADISON PUBLIC SCHOOLS ENROLLMENT PROJECTIONS UPDATE

Developed 10-year Comprehensive enrollment projections to support Madison's pre-referendum planning and school construction program which further consolidates school facilities and reorganizes grade grouping and attendance zones. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

MILFORD PROJECTIONS UPDATE

Developed 10-year Comprehensive enrollment projections for Milford's eight elementary schools, 3 middle and two high schools. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

NATE BERNIER, CPE, LEED AP

Chief Cost Estimator



EDUCATION

A. S. Architectural Design, Three Rivers
Community College

B.S. Construction Management, Central CT
State University

M. S. Construction Management, Central CT
State University

CERTIFICATIONS

Certified Professional Estimator (CPE)

LEED Accredited P Professional (LEED AP)

PROFESSIONAL QUALIFICATIONS

Adjunct Professor, Three Rivers Community
College

Nate is a Senior Estimator for S/L/A/M Construction Services and a Senior Associate of the Firm. He has over 23 years of experience as an estimator with a high success rate of working with designers and Owners to value manage projects within their respective budget. Nate works collaboratively with the SLAM design team developing conceptual design budgets, evaluating constructability issues, preparing cash flow analysis and leading value management. His work on numerous pre-construction efforts on multiple projects, has resulted in cost reductions of 5-12%. **Nate is a Certified Professional Estimator (CPE)**

OX RIDGE ELEMENTARY SCHOOL

New 110,000-SF, PreK-5 elementary school for 465 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

BULKELEY HIGH SCHOOL, RENOVATION

Renovate-as-new project of windowless 285,000-SF school into a modern high school for 850 students, grades 9-12. The project also includes a 70,000 SF district-wide support facility to house BOE offices, welcome center and print shop, Regional School Choice offices, and Nutrition Services central warehouse, commissary and distribution center.

NONNEWAUG HIGH SCHOOL, ADDITION & RENOVATION

Nonnewaug High School was a 150,000 SF renovate-as-new project. It included the replacement of science labs and classrooms with new state-of-the art learning environments; installation of new hands-on learning labs; the renovation of a dated auditorium with all new audience seating, acoustic wall and ceiling treatments, and appropriate accessibility. The renovation of the high school's performance stage including all new flooring, curtains, theatrical lighting, and sound system; renovation of the existing gymnasium by replacing the wood athletic floor, all gym equipment, spectator bleachers, and wall padding; renovation of library media center to include a maker space and updated technology; all new finishes and furniture in the cafeteria, kitchen, offices and conference rooms.

CANTERBURY SCHOOL

Design of a new two-story, 22,000-SF innovative center for 350 students to serve as signature facility for the campus; includes maker spaces, flexible, multi-use classrooms, and student center with cafe

THE FREDERICK GUNN SCHOOL, COMMUNITY & ARTS CENTER

New 30,000-SF community and arts center to house a 500-seat theater, visual arts studios, music studios, digital arts classrooms, dance studio and gallery/display spaces.

PHILLIPS EXETER ACADEMY - NEW STUDENT DORMITORY

Performed schematic and design development estimates for the design of a new 44,000-SF 4-story dormitory building.

PROVIDENCE COLLEGE, ALBERTUS MAGNUS RENOVATIONS

Departmental / End-User needs assessment, Program and verification, existing condition building analysis as well as reviewing opportunities for new student gathering / common spaces for informal learning, enhanced building identity within the Campus, and to provide a more pronounced entry point to the building complex.

SPRINGFIELD COLLEGE - HEALTH SCIENCES BUILDING

Performed schematic, design development estimates and cost analysis for a new 80,000-SF 4-story Health Sciences Building.

STUDIOJAED COMPANY PROFILE



1978
ESTABLISHED

29
TEAM MEMBERS



40+
YEARS

2 OFFICE
LOCATIONS



QUALITY



RESPONSIVENESS



TIMELINESS

StudioJAED is an industry leader in the utilization of technology and green design. Our in-house architecture, engineering and facilities group allows our clients enhanced control of their project budgets and schedules. Our integrated design services use an in-house architectural / engineering team concept with active principal involvement. Our work plan allows for compact scheduling and maximizes face-to-face services provided to our clients. Our designs bring Responsible Innovation™ to your buildings, which provides the highest quality, most creative, state of the art concepts, solutions and engineered designs that are within the project budget.



ARCHITECTURE

StudioJAED executes our projects with an evidence-based approach. Only after understanding our clients' needs and applying cutting-edge architectural solutions can we provide Responsible Innovation™ to our client's projects. We recognize that every decision we make during design affects everything else in the finished building, which is paramount to our integrated design A/E teams.



FACILITY CONDITION ASSESSMENT

StudioJAED has special expertise in planning, performing and managing deferred maintenance and educational adequacy facility condition assessments. We are recognized nationally for our knowledge and development of an assessment and capital planning process that has proven to be both effective and efficient, while maximizing the value of the client's budget.



MEP ENGINEERING

StudioJAED provides comprehensive mechanical, electrical and plumbing engineering, expertly focused on the unique operational needs of our clients. Our experience in new and upgraded central plants, distributed equipment upgrades and critical power installations delivered using our in-house quality assurance and cost estimating guarantee that our clients receive the on-time and budget performance required for complex MEP projects.



MASTER PLANNING

StudioJAED's comprehensive master planning ensures that our clients have physical spaces that support future academic programs delivered in a vibrant living and learning community. Our process engages the community to plan for future academic spaces, recreational facilities, green space, transportation solutions and the best use of current buildings.



EDUCATIONAL PLANNING

Writing educational specifications draws all user groups together and builds consensus around common educational and community goals. The process of defining educational specifications provides an opportunity for everyone who uses the facility to express their needs and specific program requirements in writing, while also giving planners and designers an opportunity to integrate these needs into the facility design.



SUSTAINABLE & HIGH PERFORMANCE DESIGN

StudioJAED has LEED™ Accredited Professionals, Energy Star Engineers and Certified Energy Managers on staff. With experience in both LEED™ and CHPS protocols, the StudioJAED team has the necessary expertise and experience to provide our clients with sustainable, high-performance, energy-efficient solutions that are responsibly delivered within budgetary constraints.



COMMUNITY/STAFF ENGAGEMENT

A key design step to an award-winning project is to engage user groups, in well-orchestrated, fun sessions to gather ideas and document initial preliminary designs. This process involves key members of our project team meeting with your major stakeholders to develop a concept-level plan for the design of your facility. The design charrette process allows our design and planning professionals to become tools to combine the input from all facets of your organization and develop it into a cohesive plan.



INTERIOR DESIGN

Our interior design services are a creative practice combining both form and function. The goal of our practice is to improve the quality of interior space by increasing efficiency, safety and beauty. Our interior design services include analyzing programmatic information, establishing conceptual direction, refining the design direction and producing graphic communication and construction documents to shape the experience of interior space.

BRIAN M. ZIGMOND, P.E., CEM

ASSISTANT PROJECT MANAGER & LEAD ENGINEER



BIOGRAPHY

Brian is a mechanical engineer and a Certified Energy Manager and is responsible for the management of the technical design for various control systems at StudioJAED. His credentials include a strong focus on a holistic approach to engineering in building design, specifically on the interaction between the occupants and the built environment. His project history proves his commitment to bringing in large and complicated projects on time and in budget, and his vast experience in energy conservation projects is applied to every project. Away from work, Brian enjoys spending time on the water with his family. He is an avid trail runner and mountain-biker, who enjoys competing in varying outdoor race events with his wife.




PROFESSIONAL AFFILIATIONS

- Licensed Professional Engineer
- Association of Energy Engineers/Certified Energy Manager
- DE Association of Professional Engineers

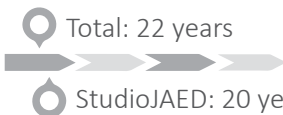
EDUCATION

- Bachelor of Mechanical Engineering, University of Delaware


CURRENT REGISTRATIONS

- | | |
|---|--|
|  RI 8474 |  CT PEN.0026976 |
|  DE 12905 |  MA 51653 |
|  MD 34974 |  DC PE905699 |
|  NJ 24GE045325 |  SC 26302 |
|  PA PE037089R | |

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 600+ Million

PROJECT EXPERIENCE

- New Gilpin Manor Elementary School, Elkton, MD
- Pell Elementary School Classroom Addition, Newport, RI
- New Chesapeake City Elementary School, Chesapeake City, MD
- Red Clay Multiple Capital A/E Projects, Wilmington, DE
- Providence Career and Technical Academy, Providence, RI



DAVID T. SPANGLER, P.E.

 MECHANICAL / IT ENGINEER



BIOGRAPHY

Mr. Spangler has experience on a wide range of government and educational renovation and new construction projects. David specializes in facility condition assessments as well as information technology infrastructure design. He also has experience with asbestos abatement design and project management. Dave holds Asbestos project designer and building inspector certificates as well a State of Delaware Asbestos Project Monitor certificate. His educational experience includes Indoor Air Quality remediation and a wide range of HVAC system applications, as well as life cycle costing analysis. In his spare time, he enjoys flying and instructing in multi-engine and single-engine airplanes, helicopters, and drones as well as scuba diving.



PROFESSIONAL AFFILIATIONS

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying


EDUCATION

- Bachelor of Mechanical Engineering, *University of Delaware*
- Master of Business Administration, *University of Delaware*

CURRENT REGISTRATIONS

- | | |
|---|---|
|  RI 8471 |  NJ 24GE04491800 |
|  DE 11015 |  PA PE062283 |
|  MD 23229 |  AR 11598 |
|  VA 033547 |  CA M31268 |

YEARS EXPERIENCE

 Total: 28 years

 StudioJAED: 28 years

CONSTRUCTION MANAGED

 210 Million

PROJECT EXPERIENCE

- Nuclear Magnetic Resonance Spectroscopy Lab, *Glassboro, NJ*
- Benefit Street Lighting Replacement, *Providence, RI*
- LLW Justice Center Elevator Modernization, *Wilmington, DE*
- CCRI Flanagan Campus Auditorium Renovation, *Lincoln, RI*
- Princeton Campus-Wide Assessment & Planning, *Princeton, NJ*



DANIEL SHURINA, P.E., LEED AP BD+C

 MEP ENGINEER



BIOGRAPHY

Mr. Shurina is a licensed mechanical engineer who brings contractor experience to his role at StudioJAED. Dan brings extensive CAD and 3-D modeling experience in pumping systems and compressed liquids, including LP gas and HVAC systems. With his LEED Certification and contractor experience, Dan brings unique knowledge of efficient and effective system design to every project. Additionally, Dan has certifications in refrigerants and gas piping. Aside from being heavily experienced in the design of mechanical and plumbing systems, Dan enjoys spending his free time doing various outdoor activities. Dan is into fishing and hunting, and has a knack for backyard agriculture.






PROFESSIONAL AFFILIATIONS

- Professional Engineer
- Leadership in Energy and Environmental Design Accredited Professional for Building Design and Construction

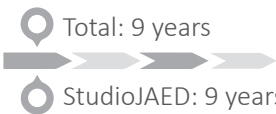
EDUCATION

- Bachelor of Mechanical Engineering, University of Delaware

CURRENT REGISTRATIONS

-  RI 12499
-  DE 19964
-  MD 50356

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 135 Million

PROJECT EXPERIENCE

- Elmwood Recreational Center, Providence, RI
- Benefit Street Lighting Replacement, Providence, RI
- Portsmouth Senior Center Building Envelope, Portsmouth, RI
- CCRI Flanagan Campus Auditorium Renovation, Lincoln, RI
- Brook Street Fire Station Kitchen Renovation, Providence, RI



PARAG H. PATEL, P.E.

ELECTRICAL ENGINEER



Biography

Mr. Patel has been providing electrical engineering design and consulting services for more than 35 years for educational, banking, commercial, and industrial clients. His qualifications include extensive on-site surveying and assessment, comprehensive electrical system design, cost estimations, and development of construction documents for renovation and new construction projects. Parag has worked on countless educational projects as an electrical engineer across multiple states for a wide variety of clients ranging from K-12 to higher education. Outside of engineering, Parag is well versed in and thoroughly enjoys photography and also spends much of his free time traveling around the world.



Professional Affiliations

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying

Education

- Bachelor of Electrical Engineering, Gujarat University, Ahmedabad, India
- Associates of Electronics Engineering Tech, Columbus Technical Institute

Current Registrations

- | | |
|--|---|
|  DE 10552 |  NJ 24GE04120600 |
|  RI 8766 |  PA 051853E |
|  MD 22399 | |

Years Experience

 Total: 37 years



 StudioJAED Partner: 20 years

Project Experience

- Caesar Rodney HS Renovations & Additions, (Camden, DE)
- LLW Justice Center Elevators Modernization, (Wilmington, DE)
- Carvel Building Multiple Interior Renovations, (Wilmington, DE)
- Seaford High School Planning & Additions, (Seaford, DE)
- DelDOT Admin. Building Multiple Renovations, (Dover, DE)



TREVOR CRIST, EIT

 MECHANICAL DESIGNER



BIOGRAPHY

Mr. Crist's experience includes leading projects with numerous school districts and government agencies. At the inception of a project Trevor assesses requirements and works with architects to design repairs and replacements. As a tech-minded individual, Trevor focuses on the performance of a building's mechanical systems to continually provide clients with safe, reliable and sustainable design choices. As a mechanical designer for this project, Trevor will confidently hold multiple responsibilities that will be supported by and crucial to the rest of the StudioJAED team. Outside of the office, Trevor enjoys playing guitar and many other various musical instruments and also enjoys woodworking.



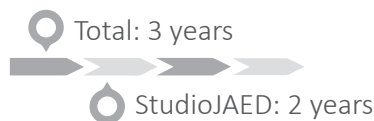
PROFESSIONAL AFFILIATIONS

· Engineer in Training Certification

EDUCATION

· Bachelor of Mechanical Engineering,
University of Delaware

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 6 Million

PROJECT EXPERIENCE

- Pell Elementary School Classroom Addition, *Newport, RI*
- Perryville Elementary School Additions, *Perryville, MD*
- Elmwood Community Center Renovations, *Providence, RI*
- Classical High School Master Planning & Design, *Providence, RI*
- DE Department of Transportation Admin. Building, *Dover, DE*



JOSEPH A. DONOHUE, P.E.

ELECTRICAL ENGINEER



Biography

Mr. Donohue has been working in electrical field since 2013. He began his career as an Apprentice Electrician. He also worked as an Electrical Engineering Intern while in college. After graduating from the Pennsylvania State University in 2016, he began work with StudioJAED as an Engineer-In-Training until earning his P.E. and becoming a Licensed Professional Engineer in 2021. Since Joe has been with StudioJAED, he has worked on numerous projects, specializing in comprehensive electrical system design, lighting system design, control systems, and the development of construction drawings and specifications for both renovations and new construction projects. In his spare time, Joe enjoys restoring vintage automobiles.





Professional Affiliations

- Licensed Professional Engineer
- Delaware Association of Professional Engineers


Education

- Bachelor of Electrical Engineering,
Pennsylvania State University, Pennsylvania

Current Registrations

-  DE 25876
-  NJ 24GE05850500

Years Experience

 Total: 5 years



 StudioJAED: 5 years

Project Experience

- Caesar Rodney HS Renovations & Additions,
(Camden, DE)
- University of Delaware Arsht Hall Site Lighting,
(Newark, DE)
- Richardson & Robbins Building High Voltage
System Replacement,
(Dover, DE)
- Carvel State Office Building Lobby Electrical
Design ,
(Wilmington, DE)
- DEARNG Training Site Infrastructure Electrical
Upgrades/Replacement ,
(Bethany Beach, DE)





WHO WE ARE

Benesch is a multi-disciplined engineering and professional services firm. Roads, bridges, schools, parks and airports are just a few examples of where you can find our work. We enhance infrastructure and communities across the country – creating spaces and providing connections in ways that make a difference.

As a mid-sized firm, we are nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength. As a matter of practice, we look for ways to exercise innovation and resist relying on how things have been done before.

Since 1946, Benesch has successfully completed thousands of planning, design and engineering projects throughout the United States and is currently ranked #100 among the Top 500 Design Firms in the country by Engineering News Record.

Alfred Benesch & Company



WHAT WE DO



Municipal



Education



Site Development



Traffic/Roadway



Land Survey



Landscape Architecture



900+ EMPLOYEES | 46 LOCATIONS | 20 STATES | 1 TEAM

We routinely tap into our firm's high-level expertise to solve project challenges for clients across the country. Each of our offices benefit from the wealth of engineering, design and planning resources of the combined Benesch Team. Through proactive knowledge sharing, state-of-the-art communications technology and work sharing, we turn our nationwide capacity and expertise into high-value solutions for local infrastructure challenges.

www.benesch.com

William Walter, PE, LEED AP

Senior Project Manager / Civil/Site Group Manager

Will Walter leads the Site Development Group of Benesch's Glastonbury office. He is well versed in all aspects of land development and he brings over twenty years of design and project management experience for public and private clients to his work. Key areas of expertise include planning, permitting, site demolition, grading and drainage, utilities, erosion & sediment control, and construction phase services. He is experienced in total site design, which meet criteria and performance standards for numerous local, state, and federal guidelines, including requirements for: local zoning and inland wetlands; state DOT stormwater design; state DEEP stormwater quality and erosion and sediment control; federal NPDES; and LEED requirements.

Will regularly manages complex, multi-disciplined projects, including design and oversight of the entire permitting and design process associated with land development and roadway reconstruction. In addition, he is experienced in the provision of construction inspection and erosion and sediment inspection services, having performed this task on numerous development projects.

Bulkeley High School - Hartford, CT

Project Manager: The project involved the renovation of the existing 285,000 sq. ft high school, a 25,000 sq. ft commissary and associated Civil site design services. Will oversaw survey, traffic, storm water, utility and erosion control design, as well as local and state permits associated with the 20-acre site renovation.

Waterbury Career Academy – Waterbury, CT

Civil Engineer for the development of a new high school. Provided design of site storm drainage, sanitary sewers, domestic/fire protection water services, gas utilities, sedimentation, and erosion control measures, and the related site utility permitting support, in addition to ensuring the project met site and utility related Connecticut High Performance Standards.

M.D. Fox CommPACT School – Hartford, CT

Project Manager for survey, civil engineering and landscape architecture for a comprehensive renovation of this historic 1920s school facility. Worked with the project architect, to support the renovations by providing site layout planning, the design of new utilities, stormwater management systems, student drop-off and teacher/visitor parking facilities, and a playground.

Waterbury Enlightenment School – Waterbury, CT

Project Manager: Managed site-related portions of the redevelopment of an existing school in downtown Waterbury. The project included several construction phases and complex utility, grading, and drainage solutions in a tight, urban environment..

Gilmartin Elementary School – Waterbury, CT

Civil Engineer for the development of a new K-8 school. Provided design of site storm drainage, sanitary sewers, domestic/fire protection water services, gas utilities, sedimentation, and erosion control measures, and the related site utility permitting support.

Education

Bachelor of Science - Civil Engineering Worcester Polytechnic Institute

Years of Experience: 22

Registrations and Certifications

Professional Engineer:
Connecticut #23146 ; New York #103092; Massachusetts #54033; Rhode Island #12234

LEED® Accredited Professional

Ryan C. Deane, ASLA, PLA

Project Manager

Ryan has 16 years of experience in master planning, sustainable design, and construction administration. His expertise in 3D visualizations are focused in campus planning and design for public, corporate and collegiate clients. Ryan's skills go beyond architectural design, exhibiting a passion to develop and utilize cutting edge technology that have helped shape modern workflows and virtual reality presentations.

Ryan was named to Building Design & Construction's Forty Under 40 list (Class of 2017). He was the second Landscape Architect Awarded this distinction.

CREC Public Safety Academy – Enfield, CT

Landscape Architect: New 150,000-SF state-of-the-art facility for 700 students, grades 6-12. Site design included, drop-off, parking, and new synthetic turf field and track. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

East Hampton High School – East Hampton, CT

Landscape Architect: This 127,700-SF renovate-as-new, phased project for 580 students in grades 9-12 includes a 93,000-SF renovation and a 32,000-SF addition to house a new science wing, lecture hall, and expanded cafeteria and gymnasium areas. Project also included the design of major site improvements to the main entrance, student drop off areas, overall vehicular and pedestrian circulation, on-site solutions for sustainable drainage and enhance the connection and experience of the existing athletic facilities.

H. H. Ellis Technical High School – Danielson, CT

Landscape Architect: 130,000-SF renovation and a 70,000-SF addition of technical high school for 864 students which involved reprogramming of entire school; new gymnasium, arrival and drop-off, new parking and circulation, synthetic turf field and track; phased construction.

Greenwich Country Day School (Formerly The Stanwich School) – Greenwich, CT

Landscape Architect & PM: Developed a new private academic campus in Greenwich, CT for grades 7-12. Design of campus included siting of 4 new buildings, campus loop road, parking, a wastewater treatment facility and two synthetic turf fields. Campus construction required substantial earthwork and permitting, and was substantially completed in 2019.

Waterbury Career Academy – Waterbury, CT

Landscape Architect: Programming, planning, and design for new innovative 150,000-GSF career and technical education center for students in grades 9-12. Site design included, drop-off, parking, regatta style bus drop, amphitheater and new synthetic turf field. Project designed to meet CT High Performance Building Standards, LEED Gold Equivalent.

Campus Crossroads Stadium Expansion – University of Notre Dame

Landscape Architect: Campus wide planning and design effort, that included the redesign of vehicular and pedestrian circulation, the creation of campus gathering spaces, design of underground garage for delivery and NBC broadcasting vehicles, and planning and coordination of public safety elements for all Notre Dame football games

Rutgers University, Richard Weeks Hall of Engineering – Piscataway, NJ

Landscape Architect: New 112,500-SF facility for Civil/Environmental Engineering, Electrical/Computer Engineering with a focus on wireless communication technologies and an Advanced Manufacturing Institute for Chemical and Biochemical, Mechanical and Aerospace and Industrial and Systems Engineering. Spaces will include labs, research, computer wet & dry labs, high bay lab, clean room, smart classrooms, team-based learning (TBL) lecture hall, offices, conference rooms and various collaborative spaces. Ryan was responsible for landscape architecture and construction administration.

Education

BS, Landscape Architecture and Regional Planning - University of Massachusetts, Amherst

AS, Environmental Sciences and Human Ecology - Greenfield Community College

Years of Experience: 16

Registrations and Certifications

Professional Landscape Architect: CT

The Eagle project team currently consists of eighteen (18) full-time employees. Eagle's team is comprised of a Principal, a Vice President of Operations, a Senior Manager of Environmental Sciences, a Senior Project Manager, a Project Manager, Senior Environmental Consultants and Environmental Consultants. The team is supported by an Office Manager and an administrative assistant. Eagle has a full-service auto-CAD department capable of developing single line schematic drawings to full size scaled drawings and site plans.

Eagle's structure ensures that someone is always available to answer urgent questions or respond to emergency situations. Our fully staffed office supports the daily operations of active field work and report writing. Our administrative staffs are trained on the technical level in order to better serve our clients and assure quality. Our technical team of managers and consultants routinely meets with the administrative staff to ensure our clients objectives are being met on all levels. Eagle's volume of work requires strict coordination between managers and administrative staff to ensure project deliverables are completed on time.

Peter J. Folino
Principal

Mr. Peter J. Folino is the Principal of the firm. Mr. Folino has thirty (30) years of hazardous building materials consulting experience and obtained his Bachelor of Science Degree from Springfield College in Springfield, MA. As the President of the firm, Mr. Folino oversees the quality of services provided by Eagle Environmental, Inc. and guides the firm's management team. He is involved with the everyday operations on a technical and administrative level. Mr. Folino serves as laboratory director for the in-house asbestos analysis laboratory.

Mr. Peter Folino is a licensed asbestos inspector, designer and project monitor and a licensed lead inspector/risk assessor and planner/project designer in the State of Connecticut. He participates in the American Industrial Hygiene Association (AIHA) Asbestos Analyst Registry. Mr. Folino is an active member of the Connecticut Lead Poisoning Elimination Task Force. As a member of the task force, Mr. Folino helped develop revised state regulations pertaining to lead-based paint testing, abatement and clearance.

Mr. Folino served as the project manager for the Norwich State Hospital USEPA Brownfields clean-up consisting of the abatement and remediation of fifty-eight institutional and support buildings at the site in Preston, Connecticut. The project has been ongoing for approximately last three (3) years. Mr. Folino also served as the project manager for the former Nova Dye factory located at 313 Mill Street in Waterbury, CT, another brownfield site. This project consisted of a major environmental cleanup of several industrial buildings partially or completely damaged by fire. Mr. Folino developed the Alternative Work Practice and technical specifications for this project for the Waterbury Development Corporation. He is also working as the Project Manager for the renovation of five (5) Hartford Public Schools and Windsor Locks High School. The renovation of some of these schools required securing approval of Alternative Work Practice and Variance Applications from the State of Connecticut Department of Public Health (DPH) and approval of Environmental Protection Agency (EPA) of a Self-implementing On-site Cleanup and Disposal Plan (SIP) for remediation of PCB.

In addition, Mr. Folino has an extensive background in Public Housing rehabilitation projects funded by the Department of Economic and Community Development (DECD) and the Connecticut Housing Finance Authority (CHFA).

SECTION THREE

STATEMENT OF QUALIFICATIONS & WORK PLAN







STATEMENT OF QUALIFICATIONS & WORK PLAN

SLAM OFFICES

California (Los Angeles)

8607 Venice Blvd.
Los Angeles, CA 90034
(310) 559-4717

Colorado (Denver)

1900 Grant Street, Suite 800
Denver, CO 80203
(720) 946-0276

Connecticut (Glastonbury)

80 Glastonbury Boulevard
Glastonbury, CT 06033-4415
(860) 657-8077

Florida (Orlando)

100 East Pine Street, Suite 300
Orlando, FL 32801
(407) 992-6300

Georgia (Atlanta)

675 Ponce De Leon Ave, NE
Suite 4100
Atlanta, GA 30308-1829
(404) 853-5115

Iowa (Iowa City)

125 S Dubuque St, Suite 500
Iowa City, IA 52240
(319) 354-4700

Massachusetts (Boston)

250 Summer Street, 4th Floor
Boston, MA 02210-1135
(617) 357-1800

Pennsylvania (Philadelphia)

1880 JFK Boulevard, Suite 1301
Philadelphia, PA 19103
(215) 564-9977

Rhode Island (Providence)

One Davol Square, Suite 200
Providence, RI 02903-4755
(401) 563-7046

www.slamcoll.com
mail@slamcoll.com

QUALIFICATIONS / FIRM OVERVIEW

The S/L/A/M Collaborative (SLAM) is a multi-discipline design firm with 275 dedicated professionals and 43+ years of experience in the design of educational facilities. SLAM's corporate office headquarters is located in Glastonbury, Connecticut, with 8 additional offices across the country (see sidebar).

The firm was formed in 1976, when Stecker/LaBau Architects came together to consolidate and expand their practice. Over the next 40 years, SLAM joined forces with several additional firms to enhance our level of expertise and resources in the education, health care and corporate sectors, and added structural engineering, landscape architecture, and construction management divisions to our in-house services.

SLAM is organized as a Corporation in the State of Connecticut and is registered in 19 other states. We are governed by a Board of Directors led by a Chairman, and consisting of 7 additional Principals.

Financial Stability

In spite of the many changes that have taken place in the economy and in the design profession, SLAM has remained one of the largest, most professionally managed, and stable design firms in New England. Paralleling the firm's growth is its continued redefinition of the profession and ability to generate creative and technically correct projects, creating enthusiastic endorsement among our many repeat clients.

SLAM thrives as a result of its reputation for responsive client service, design excellence, and market-driven expertise. Our earliest predecessor firm was founded in 1976 and we have remained in continuous operation under our current corporation since then. The firm has performed in the industry's upper quartile for most financial

and human resources criteria, and enjoys stability in our core leadership and staff personnel, the average being 15 years length of service with the firm.

In-House Services

A fully-integrated firm qualified to take responsibility for building projects from design through construction, SLAM offers the following services:

Architecture
Programming/Planning
Master Planning
Feasibility Studies
Facility Assessment
Space Planning/Analysis
Furniture and Equipment Design
Code Analysis/Updating
Interior Design

Structural Engineering
Landscape Architecture/Site Design
Cost Estimating
Construction Management
Pre-construction Services

SLAM Waterbury Projects

- Gilmartin PreK-8 School
- Kaynor Technical High School
- Waterbury Career Academy
- Waterbury Municipal Stadium
- Waterbury Public Schools Facility Utilization Study
- Chase Collegiate School
- Naugatuck Valley Community College
- Saint Mary's Hospital
- Waterbury Hospital
- Opticare Eye Health & Visions Centers



PROJECT UNDERSTANDING

Our understanding of the project is to explore two conceptual design options for each school expansion project, work with the City of Waterbury and Waterbury Public Schools to determine a preferred option for each project, prepare schematic design documentation for the preferred options, generate a cost estimate for the preferred options in Level 2 Uniformat, prepare necessary documentation for the submission of a grant applications and assist the City and Superintendent of schools in submitting a grant applications for the following projects:

- Expansion of International Dual Language School into a PreK-8
- Expansion of Maloney Inter-district Magnet School into a PreK-8

The work will include regular meetings with the City, WPS "working group" during the development of design options to collectively work toward the preferred options. Our team will also coordinate regularly with the City and WPS representatives to prepare the written educational specification for each school project to ensure alignment between the preferred design and the written ed. spec. We will ultimately present the projects to City Boards, including the Board of Education and Board of Aldermen to obtain necessary local approvals in support of the grant application.

An outline of the components of a Grant Application are as follows:

Initial Information:

- Program/ Project Type
- City Resolutions
 - Sup't approval to apply for grant
 - Establish a building committee
 - Preparation of conceptual/schematic plans
- Local funding authorization
- Educational specifications
- Enrollment projections
- Space standards
- Applicable bonuses (Choice, full day K, etc.)

Schedules:

- General Project Data (4 questions);
- Estimate Project Costs & Financing (2 questions);
- Site & Facility Purchase (5 questions);
- Educational Technology Infrastructure & Codes (9 questions);

Bonuses (11 Questions);

Space Standards (9 questions);

- Roof Replacement (9 questions);
- Extension & Alteration Detail (3 questions);



OVERVIEW/KEYS TO SUCCESSFUL PROJECT MANAGEMENT

Our planning and design process has evolved over 46 years of working with educational institutions and is designed to produce results that are both forward-thinking and practical. While every project is different, SLAM has developed a process that offers several important elements to achieve the goals established at the beginning of a project.

COMMUNICATION AND PROJECT LEADERSHIP

Our team is structured to provide the City of Waterbury a single point of contact for day-to-day project management who is responsible for managing the progression of work by the project team through all of the phases of the work. Kemp Morhardt, AIA will be the Principal in Charge and he will work in concert with Amy Samuelson, AIA as the Project Manager who will serve as the day-to-day project leader coordinating with other team members to coordinate activities and advance the project.

COLLABORATIVE PROCESS

We will work collaboratively with the City, WPS representatives and community as broadly as determined appropriate. By obtaining input from a diverse user group, we will get vital information about the needs and goals of the schools, and the focused interaction of many users can help to forge a common vision.

We will work with you to establish a "working group" that will serve as representatives for the various City & WPS stakeholders and our team. The group will ideally have representation from the offices of the Mayor, Superintendent, Board of Education, WPS facilities, and community as deemed appropriate.

INVENTORY:

Inventory will involve review of materials provided by the City and WPS; including existing site surveys/site plans and building plans as applicable. This phase also includes site visits by the project team to document existing site conditions. We will also:

- Review previous project studies
- Review other pertinent data provided by the District
- Align the proposed space program with enrollment projections
- Evaluate zoning regulations to understand land use planning requirements

SCOPE OF SERVICES

Task 1 – Project Initiation

At an initial coordination meeting with the WPS and City representatives, we will review and confirm major project goals, objectives, special issues or concerns, appropriate level of community engagement, and priorities. This process will allow the planning and design team to establish a detailed work plan and methodology on which all participants can agree, ensuring that all efforts will be focused and efficient. The initial meeting will include our assessment of the project schedule, communication procedures, and project deliverables. We will also discuss key program and service requirements based on our understanding of the project. We will establish clear guidelines and assign individual responsibilities.

The follow-up to the initial meeting will be a detailed project work plan, which identifies tasks for all parties, topics of discussion, necessary City decisions, and design team deliverables for each future working session. The work plan is a critical component to ensure the project advances efficiently to the agreed upon completion deadline.

SLAM has a significant amount of current WPS data on file due to our recent work on the Long-Range Facilities Planning Study. At our initial kick-off meeting we will review what we have and identify any gaps or updates that may be available. Once data is confirmed, SLAM will review any gaps in materials on the file from WPS. Our team has collected many of the necessary items through the LRFPS project, so this effort should be streamlined.

This phase also includes site visits by the project team to document existing site conditions. We will also evaluate zoning regulations and other regulatory considerations for each site to understand land use planning requirements.

Task 2 – Enrollment Projections

- 2.1: SLAM will prepare updated enrollment projections for Maloney PK-8 in support of the pending grant applications. Updated projections will be presented as an addendum to the master plan projections for this school only; Previous 2021 enrollment projections can be used for the International School at 2 sections per grade.
- 2.2: Participate in Zoom coordination meetings, inclusive of meeting prep time, in support of the school specific grant application enrollment projections and coordination of aspects of the Master Plan with City & BoE Administrators, and CT DAS OSCGR



Task 3 – Educational Specifications

Informed by the enrollment projections in Task 2 above, our team will work closely with WPS to develop educational specifications for the two projects. We will collaborate with the working group to develop the architectural space program for each PreK-8 project and verify that the space program aligns with the needs and maximizes the goals of the project and state reimbursement. Our team will start with the Waterbury Public Schools model space program developed from the most recent Wendell Cross PK-8 (3 sections/grade) and the earlier 2 sections/grade model PK-8 program and modify that program to reflect current needs. The deliverable for this task will be a tabulated space program, which will be a component of the detailed educational specification that describes the spaces and key attributes of each space and major/ minor system for the school as well as site program.

The educational specifications will serve as the foundational document for each project and be submitted to OSCGR as part of the grant application. Educational specifications will be prepared in accordance with requirements set forth by the Office of School Construction Grants and Reimbursement (OSCG&R) and include:

- Written rationale and justification of the educational need for projects including an overview of the long-range educational plan;
- Educational activities which will be supported by the new schools upon completion;
- Types of spaces which best accommodate program requirements including; identification and description of specialized equipment, support space, building systems, interior building environmental and site development;
- Maloney's interdistrict magnet enrollment and operating agreement
- Information on Construction Bonus Requests and Community Uses (if applicable).

Benchmarking:

Every district in Connecticut is unique and has its own set of educational approaches and needs. However, there is significant value in knowing what types of facilities are provided in similar communities. Benchmarking is an important part of the SLAM design process. Our database consists of many public and independent schools. We use this data to analyze how other educational institutions use space and how that compares to Waterbury's expectations. This data is invaluable in working with Boards of Education and school administrators. The benchmarking approach is instrumental in challenging space requests and developing realistic space programs to align with educational specifications for the project to be exactly what is necessary - no more and no less.

Task 4 – Building and Site Evaluation

Our team of architects, land planners and designers will compile building and site information from existing building drawings, site base maps, aerial photos, geographic information systems (GIS) information and personal site observations as the basis for our continued investigation of the proposed school sites. An Existing Conditions Inventory & Evaluation plan will be prepared for each site, which will highlight the characteristics of the site and serve as a baseline of information to inform conceptual development scenarios. The focus of the evaluation will be on developing an understanding and graphic illustration of:

- Building floor plans
- Natural features (Topography, soils, bedrock, wetlands, flood plains, natural diversity database (NDDB) etc..) through a desktop screening of each site
- Built environment (buildings, retaining walls, etc.)
- Site ingress/egress, circulation and parking
- Existing documentation on utilities and infrastructure
- Identify Local & State regulatory requirements (land use zoning, DEEP, OSTA requirements, local health dept., etc.)
- Outdoor opportunities to add program space for use by the school based on educational specifications



Should the findings from the site evaluation process identify any areas of concern stemming from local site conditions that warrant additional assessment by a geotechnical engineer or wetland scientist, SLAM can provide these services as an additional service as an amendment of this proposal.

Finally, the information identified in the building and site evaluation process will provide the backdrop for the building and site conceptual design. Multiple layouts will be developed to “test fit” the overall program to the site. Diagrammatic scenarios will evolve through subsequent testing and reviews with WPS into a preferred conceptual design solution for each school. The Design process is discussed further below.

Task 5 – Conceptual & Schematic Design

The conceptual planning phase is the time for Waterbury to explore its options for each project. At SLAM, we collaborate closely with our landscape architects, recognizing that site development is an integral part of the design solution. Our landscape designers work to understand the overall land use objectives and sequence of student and staff arrival/departure. Managing large numbers of students arriving in cars and by bus in a short period requires careful planning to integrate safety and security into the solution.

In addition to site planning, multiple building layouts will be explored through blocking and stacking diagrams and siting. The concepts will be reviewed with respect to their success in meeting programmatic needs. Diagrammatic scenarios will evolve through iterative testing and review with WPS administration, the City and community, if deemed appropriate. This effort will culminate with selection of a “preferred option”, which will be developed and refined further through architectural planning to establish a “schematic design”, which will serve as the option for the cost estimate and for inclusion in the grant application.

In addition to our breadth and depth of experience in planning and design, SLAM will leverage our expertise in school security, and the building code to ensure that these key areas are integrated into the conceptual design process.

School Security:

SLAM is experienced in applying the guidelines set forth in the School Safety Infrastructure Council (SSIC). We have completed many projects with high security requirements ranging from securing facilities to meet international shipping requirements to equipping schools required to meet Connecticut's School Safety Criteria Handbook. SLAM's philosophy on school security is very different from our approach to the design of other facilities. While high security facilities are designed to provide a visual presence of security, schools need the security to be the invisible hand that provides necessary protection but is ideally not part of a student's daily experience and does not detract from a healthy learning environment. Through relationships and engagements at the State level, SLAM remains on the forefront of school security design topics. Best practice security concepts are shared with SLAM's entire Education Studio through periodic internal seminars, which ensures the latest strategies will be brought to your project.

SLAM has several code experts on staff who work with design teams during all phases of projects to ensure code compatibility. Project architects and team members continually maintain current code knowledge through collaboration with our code experts as well as through continuing education programs offered by the firm. This ensures that conceptual design approaches are sound and achievable.

Task 6 – Cost Modeling and Cost Estimating

SLAM has in-house professional cost estimating services. Our certified professional estimators will prepare preliminary cost models for the initial conceptual building/site design options we present to WPS and the City. These models will include costs for site development, building construction, project delivery method, owner soft costs and project incidentals. The cost models will be one component to assist with informed decision making in identifying the preferred conceptual design option. Cost models will also estimate the costs eligible for state reimbursement and track the net cost to the district in the context of the Connecticut school construction grant program.

Once schematic design is completed, a more detailed cost estimate will be developed using construction cost per square foot values for the building components based upon our current experience in Connecticut's public education market in Connecticut, accounting for planned site costs, project phasing (if applicable), owner costs and escalation. The cost estimate will be broken down into the Level 2 Uniformat required by OSCG&R and uploaded to the state BizNet system in support of the grant application.

Hazardous Building Materials:

Our team will provide an assessment of the presence of hazardous building materials in the existing school buildings as part of the Building and Site Evaluation task, and provide an opinion of probable abatement costs to be included in the cost estimate.

OSCG&R Process:

SLAM has a wealth of experience with all aspects of school construction grant requirements and applications including working with OSCGR shepherding projects from initial ideas -through feasibility studies and grant applications, and throughout all aspects of the design and construction process.

Finally, SLAM's experience in the owner's representative role has provided our educational planning staff with the "owner's perspective" giving SLAM a unique advantage over other teams when assisting in the preparation of the project grant application, or simply working with OSCG&R.

Task 7 – Renderings (Optional)

SLAM can prepare representative renderings of the exterior of each building for each preferred option as tools to help engage and inform local officials and the community about the proposed school projects. Since not specifically requested in the RFP, this service has been excluded from our base proposal, and can be provided as an additional service should WPS see the need. When developing renderings during a conceptual design phase, it is important to strike a balance between being informative, but yet, not being too detailed. SLAM is adept at striking this balance and understands the importance of "painting a picture" of what the future school may look like, while providing the necessary flexibility for changes that naturally occur throughout a future, more detailed design process.



Task 8 – Feasibility Report

SLAM will provide a digital version of the Feasibility Report in PowerPoint and/or PDF format accompanied by an executive summary. The report will be inclusive of process narrative, summary of past relevant information, enrollment projections, educational specifications, site analysis maps, concepts, diagrams, and cost estimates.

Task 9 – SCG-053 (Site Analysis for School Building Projects) Support

An additional requirement of the construction grant process is the completion of the SCG-053 form, which is required to be submitted prior to the grant application. In addition to the environmental mapping and desktop screening, an Environmental Site Assessment (ESA) Phase I will be completed as part of the building and Site Evaluation task for each school site and included as an attachment to each grant application. SLAM will coordinate with WPS in completing the SCG-053.

Task 10 – Public Presentations and OSCGR Meetings

We have included two (2) formal public meeting presentations in our fee budget for presentation to City government and Community stakeholders. Our team will present the preferred design option for each site along with the proposed cost estimate for each in order to gain necessary WPS and City approvals for submitting the grant applications.

Also included in this proposal are up to two (2) virtual meetings with OSCG&R to review and present findings of each Feasibility Study as WPS works towards the grant application submissions.



Task 11 – Grant Application Submission

Our team will assist WPS by providing support documents and assistance with the submission of the grant applications.

SLAM is experienced with the preparation of school construction grant applications and working with OSCGR shepherding projects through the process. We most recently worked with the City of Stamford in 2021 to develop conceptual planning options for an Early Learning Center and submission of a grant application for that project, which was placed on the 2022 priority list for school construction funding.

Our team has also assisted districts with grant applications for the following projects:

- City of Ansonia, CT: Enrollment projections, Ed. Specs. Conceptual/ schematic design, estimating and grant application for a new Middle School (ongoing)
- Town of Darien, CT: assistance with submission of the grant application for the Ox-Ridge Elementary School;
- Town of Groton, CT: preparation and submission of three grant applications for their Groton 2020 district plan: New Middle School, Westside Elementary School and Cutler Elementary School;
- Town of New Canaan, CT: South Elementary School window replacement and Saxe Middle School renovation/ additions;
- Town of Wallingford, CT: preparation and submission of 11 grant applications for roof replacements on school buildings;

Experience in the owner's representative role has provided our educational planning staff with the "owner's perspective" giving SLAM a unique advantage over other teams when assisting in the preparation of the project grant application, or simply working with OSCGR.

PROPOSED SCHEDULE

SLAM will commence work based upon your authorization to proceed and our team will target completion of the identified tasks according to the schedule provided below, as adjusted per client agreement.

Task	Completion Target
Task-1: Project Initiation & Organizational Meeting	12/14/22
Task-2: Enrollment Projection Update	1/27/23
Task-3: Educational Specifications	2/24/23
Task-4: Desktop Site Evaluation	1/13/23
Task-5: Conceptual Design	4/14/23
Task-6: Cost Estimating	4/28/23
Task-7: Renderings	4/28/23
Task-8: Feasibility Report	5/12/23
Task-9: SCG-053 (Site Analysis for School Building Projects) Support	5/12/23
Task-10: Public Presentations	6/9/23
Task-11: Grant Application Submission	6/23/23
OSCGR Grant Application Deadline	6/30/23

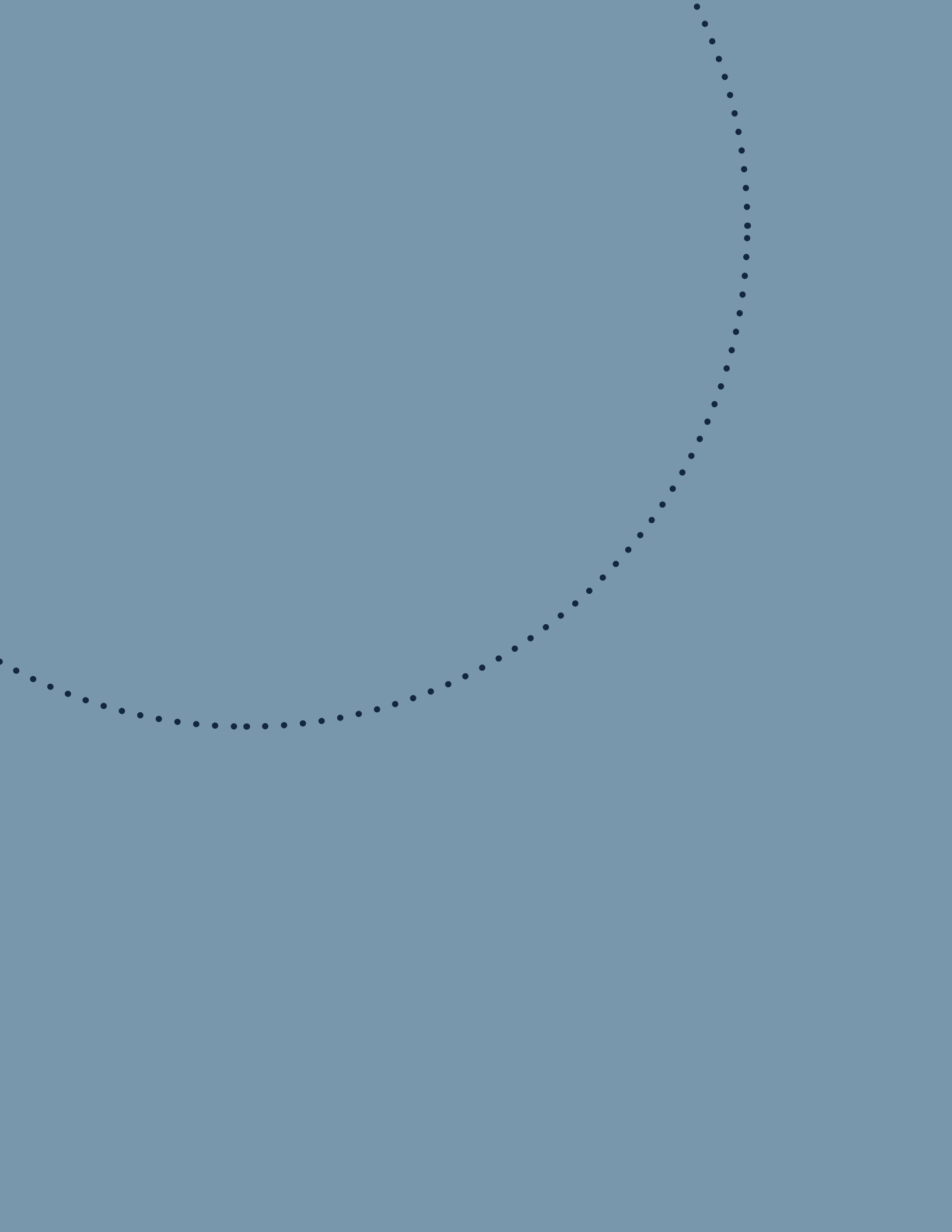
ASSUMPTIONS AND CLARIFICATIONS

1. Pricing assumes both projects will advance concurrently and both projects will be discussed at each coordination meeting, as much as practical, to maximize time efficiency. Should the projects begin to track independently, additional fees may be necessary.
2. Initial kick-off meeting will be in-person with project team leadership. All subsequent working meetings will be virtual (on-line) meetings using the ZOOM platform.
3. Pricing assumes both projects will be presented at the same public presentation meetings. Should this assumption change, additional fees will be required to fund separate public presentations for each project.
4. SLAM will coordinate virtually with City and WPS administrators during normal business hours on an as-needed basis throughout the process for presenting design progress and coordination.
5. WPS will provide personnel to submit the grant applications through the CT CORE portal.

SECTION FIVE

WORK COMPLETION, DEFAULT & LITIGATION





FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

A. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY?

NO

B. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?

NO

C. IS THERE ANY PENDING LITIGATION WHICH COULD AFFECT YOUR ORGANIZATION'S ABILITY TO PERFORM THIS AGREEMENT?

NO

D. HAS YOUR FIRM EVER HAD A CONTRACT TERMINATED FOR CAUSE WITHIN THE PAST FIVE YEARS?

NO

E. HAS YOUR FIRM BEEN NAMED IN A LAWSUIT RELATED TO ERRORS AND OMISSIONS WITHIN THE PAST FIVE YEARS?

Yes.

- Southern Connecticut State University Dorm, New Haven, CT, 2019 – SLAM was named as a defendant by Fusco Corporation, the Design-Builder of the dorm project which was completed in 2004. The lawsuit remains open.
- Dunkin' Donuts Park, Hartford, CT, 2018 – SLAM was named as a third-party defendant in a case between The City of Hartford and Centerplan Construction Company and DONO Hartford, LLC. SLAM was an associate architect to the Architect of Record on the project. The lawsuit for indemnification against the design team has been stayed for now. The lawsuit was won by the City against the Developer and Construction Company. The decision is being appealed. No determination has yet been made by Centerplan Construction Company as to their intention to pursue any claims against the design team as third party defendants. The design team plans a rigorous defense of the indemnification claim.
- United Illuminating Central Facility Project, Orange, CT, 2018 – SLAM was named as a fourth party defendant in a case between United Illuminating Company and Whiting Turner Construction Company. Whiting Turner Construction Company subsequently sued many of its sub-contractors including Cherry Hill Construction Company. Cherry Hill has subsequently sued SLAM as a fourth party defendant for indemnification. The lawsuit remains open and the parties are in mediation.

F. DURING THE PAST 7 YEARS, HAS YOUR FIRM EVER FILED FOR PROTECTION UNDER THE FEDERAL BANKRUPTCY LAWS?

NO

G. ARE THERE ANY OTHER FACTS OR INFORMATION THAT COULD AFFECT YOUR FIRM'S ABILITY TO PERFORM THE TYPES OF SERVICES BEING SOUGHT BY THE CITY ABOUT WHICH THE CITY SHOULD BE AWARE?

NO

SECTION SIX

EXCEPTIONS AND ALTERNATIVES



WEAVER

KINSEL

EXCEPTIONS & ALTERNATIVES

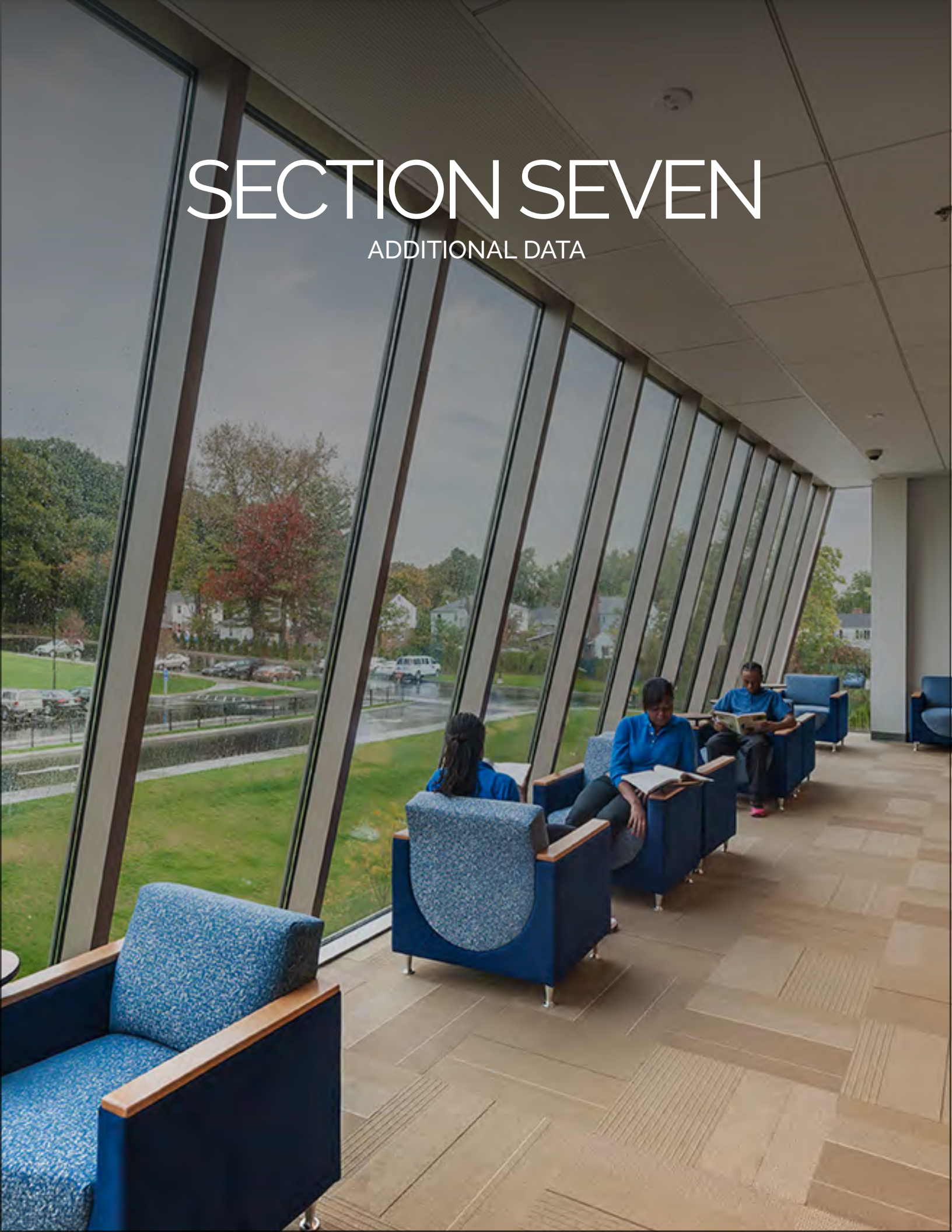
The S/L/A/M Collaborative takes no exceptions to any requirement in the Request for Proposal #7476 City of Waterbury Expanded Educational Facilities Feasibility Study; however, we have the following comments on the draft contract:

- Section 9.6: 30-day notice on insurance cancellation may not be available from carrier. Will provide if possible.
- Section 12: Appears the HUD section doesn't apply to this contract



SECTION SEVEN

ADDITIONAL DATA





CERTIFICATION:

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit D, all attached hereto and made a part thereof, and the following addendum: (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of S/L/A/M Collaborative, Inc., that, as the Proposer under these Proposal Documents, all of the information and material supplied to the Board as required by these Proposal Documents are complete and true. I, as an officer of SLAM, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of S/L/A/M Collaborative, Inc.

, further understand that any information that is found to be incomplete or false or, any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature [Signature]

Date November 15, 2022

Name Kemp A. Morhardt, AtA,

Title Principal/Officer

Notary Public:

Michelle Metzler

[Seal]



Proposer Information

Company: S/L/A/M Collaborative, Inc.

Address: 80 Glastonbury Boulevard
Glastonbury, CT 06033

City _____ State _____ Zip _____

Telephone: 860-368-4221

Fax: _____

EXHIBIT C
REFERENCE CHECK

Please provide three (3) references:

1.

Torrington Public Schools

Company Name

Susan Lubomski

Contact Person

860-489-2327 X1623

Telephone Number

2021-present

Period of Contract
2.

Groton Public Schools

Company Name

Dr. Michael Graner

Contact Person

860-572-2141

Telephone Number

2013-2017

Period of Contract
3.

Ansonia Public School

Company Name

Joe DiBacco

Contact Person

203-507-5662

Telephone Number

May 2022 - Present

Period of Contract

EXHIBIT D

NON-COLLUSION STATEMENT

The undersigned hereby declares that this Proposal is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed: 

Proposer's Name: S/L/A/M Collaborative, Inc.

By: Kemp A. Morhardt, AIA,
Name

Its: Principal/Officer

Street: 80 Glastonbury Boulevard

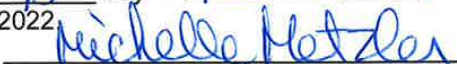
City, State, Zip: Glastonbury, CT 06033

Date: November 15, 2022

STATE OF CONNECTICUT: _____)

) SS

COUNTY OF: Hartford)

Subscribed and Sworn to before me on this 15th day of November, 2022, 

Notary Public

My Commission Expires: _____



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

July 30, 2021 through October 31, 2022 (contract complete)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

(Service or Commodity Covered by Purchase Order)

PO No. 192656 dated September 7, 2021

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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

I have read and agree to the above certification.

The S/L/A/M Collaborative, Inc.
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

11/22/2022
Date

Kemp A. Morhardt, Secretary

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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

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

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

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

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

Certification

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

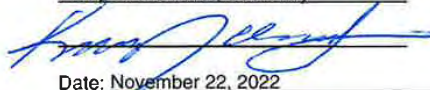
Full Legal Name and address of Recipient, Vendor, or Contractor:

The S/L/A/M Collaborative, Inc
80 Glastonbury Boulevard
Glastonbury, CT 06033

Print Name and Title of Authorized Representative:

Kemp A. Morhardt, Secretary

Signature of Authorized Representative:


Date: November 22, 2022

Attachment A – Debarment Certification

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

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

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

State of Connecticut

SS.: Glastonbury

County of Hartford

Kemp A. Morhardt, being first duly sworn, deposes and says that:

1. I am the ~~owner, partner, officer, representative, agent or~~ of The S/L/A/M Collaborative, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

CITY OF WATERBURY

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 Construction Services of Somerset, Inc.	80 Glastonbury Blvd. Glastonbury, CT 06033	Subsidiary
2		
3		
4		

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

CITY OF WATERBURY

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

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
) SS
County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 2021.

(Notary Public)
My Commission Expires: _____

For Corporation


Witness

Kemp A. Morhardt

Name of Corporate Signatory

80 Glastonbury Boulevard, Glastonbury, CT 06033
Address of Business

Affix
Corporate
Seal

By: 
Name of Authorized Corporate Officer

Its: Secretary
Title

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

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

State of Connecticut)

) SS

County of Hartford)

Kemp A. Morhardt being duly sworn,

deposes and says that he/she is Secretary of The S/L/A/M Collaborative, Inc.
and that he/she answers to the foregoing questions and all statements therein are true
and correct.

Subscribed and sworn to before me this 22nd day of November 2022.

Lauren Lidtke

(Notary Public)

My Commission Expires: _____

LAUREN LIDTKE
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 6/30/2024



ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

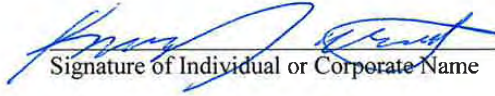
The undersigned acknowledges receipt of addenda numbered: (insert date)

1 November 18, 2022 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0950562
Social Security Number
or Federal Identification Number


Signature of Individual or Corporate Name
Kemp A. Morhardt, AIA, Principal/Officer
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name S/L/A/M Collaborative, Inc.
By: Kemp A. Morhardt, AIA, Principal/Officer
(Title)
Business Address: 80 Glastonbury Boulevard, Glastonbury, CT 06033
(City, State, Zip Code)

Phone: 860-368-4221
Email: kmorhardt@slamcoll.com
Date: November 7, 2022

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





November 29, 2022

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury, Room 103
235 Grand Street
Waterbury, CT 06702

RE: City of Waterbury Education Department RFP 7476 for: Expanded Educational Facilities Feasibility Study

Dear Mr. McCaffery:

We are pleased to provide the attached fee proposal for the above noted project. We believe our team has covered the scope components requested in the RFP to the degree necessary to provide the City with high quality service and:

- accurate enrollment projections,
- thoroughly developed educational specifications,
- programmatic and technically sound concept design options & schematic design,
- accurate and thorough construction cost estimates that **ensure the correct budgets are set for the projects.**
- comprehensive feasibility study report,
- professional representation at City Board meetings, and
- state grant application support.

As requested in the RFP, Part C Scope of Services, paragraph A1e(xi), we have provided a breakdown of our lump-sum fee proposal as an attachment to the Exhibit A Proposal Form. We have also included an hourly rate schedule.

We appreciate your consideration of our team's unique credentials and expertise presented in our written proposal and welcome the opportunity to work with the City of Waterbury and Waterbury Public Schools on this exciting project. Please contact me at kmorhardt@slamcoll.com, or 860-368-4221 (office), 860-712-9233 (cell) with any questions.

Respectfully submitted,

The S/L/A/M Collaborative, Inc.

Kemp A. Morhardt, AIA, NCARB
Principal and Officer

CT Registered Architect: 14580


- Enclosures:
1. SLAM – RFP #7476 – Exhibit A - Proposal Form (1 page)
 2. SLAM – RFP #7476 – Fee Budget Worksheet – Lump-Sum Fee Breakdown (1 page)
 3. SLAM – RFP #7476 – Hourly Fee Schedule (1 page)
 4. SLAM – Insurance Acord (1 page)

REQUEST FOR PROPOSAL #7476

EXHIBIT A

PROPOSAL FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the services for a Feasibility Study hereby proposes and agrees to fully perform the services for a Feasibility Study within the time stated and in strict accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services" including furnishing any and all labor and materials, and to do all of the services for a Feasibility Study required to complete said services in accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services," for the following sum of money:

EXPANDED EDUCATIONAL FACILITIES FEASIBILITY STUDY
List any warranties or exclusions: Refer to Scope of Services component of written proposal.
\$ 139,800.00 (\$ 69,800 International Dual Language School + \$ 70,000 Maloney Inter-district Magnet School) Refer to the attached lump-sum fee breakdown for more information.
Total Proposed Cost in Dollars and Cents
One hundred thirty-nine thousand eight hundred dollars and zero cents
Total Proposed Cost Written in Words
Proposer's Name: Kemp A. Morhardt, AIA
Proposer's Title: Principal, Secretary
Proposer's Company: The S/L/A/M Collaborative
Proposer's Address: 80 Glastonbury Boulevard, Glastonbury, CT 06033
Proposer's Signature: 
Date: November 29, 2022

Waterbury Public Schools RFP #7476 - Fee Budget Worksheet - Lump-Sum Fee Breakdown

Date: November 29, 2022

Task Description	Int'l Dual Language PK8 Study		Maloney PK8 Study	
	Fee	Remarks	Fee	Remarks
Task 1 – Project Initiation & Organizational Meeting & Data Gathering	\$ 3,000		\$ 3,000	
Task 2 – Enrollment Projection Update	\$ -	Use 2021 projections	\$ 1,000	
Task 3 – Educational Specifications	\$ 10,000		\$ 10,000	
Task 4 - Limited Site Evaluation	\$ 9,100	Excludes Geotech and wetlands	\$ 8,300	Excludes Geotech and wetlands
SLAM Architecture - Field Visit		\$ 2,000		\$ 2,000
SLAM Landscape Architecture - Field Visit		\$ 1,000		\$ 1,000
Eagle Env. (Ph-1 ESA)		\$ 3,000		\$ 3,000
Eagle Env. (High level BM Assessment and opinion of abatement costs)		\$ 2,600		\$ 1,800
Task 5 - Conceptual/ Schematic Design	\$ 30,700	Two (2) Options	\$ 30,700	Two (2) Options
SLAM Project Management		\$ 2,200		\$ 2,200
SLAM Architecture		\$ 12,000		\$ 12,000
Benesch Landscape Architecture		\$ 8,000		\$ 8,000
Benesch Civil		\$ 1,000		\$ 1,000
Studio AED - MEP		\$ 3,000		\$ 3,000
Task 6 - Cost Estimating	\$ 10,000	One (1) estimate of preferred option	\$ 10,000	One (1) estimate of preferred option
Task 7 – Renderings	\$ -	Available as an additional service	\$ -	Available as an additional service
Task 8 – Feasibility Report	\$ 2,000		\$ 2,000	
Task 9 - SCG-013 - Site Analysis for School Building Projects - Form Completion	\$ 000		\$ 000	
Task 10 – Public Presentations & OSCG&R Meetings	\$ 2,000		\$ 2,000	
Task 11 – Grant Application Submission	\$ 1,000		\$ 1,000	
Expenses	\$ 000		\$ 000	
Total	\$ 69,800		\$ 70,000	



CITY OF WATERBURY, CT
RFP 7476 - EDUCATIONAL FACILITIES PLANNING STUDY

ARCHITECT'S STANDARD HOURLY FEE SCHEDULE

The S/L/A/M Collaborative, Inc.:

Architecture

Principal	\$ 295.00
Proj. Manager / Sr. Proj. Manager	\$ 155.00 / \$ 195.00
Cost Estimator / Sr. Cost Estimator	\$ 140.00 / \$ 195.00
Project Architect / Sr. Project Architect	\$ 140.00 / \$ 175.00
Design Architect / Sr. Design Architect	\$ 150.00 / \$ 190.00
Planner / Sr. Planner	\$ 160.00 / \$ 190.00
Staff Architect / Sr. Staff Architect	\$ 95.00 / \$ 130.00
Specifications Writer	\$ 160.00
Construction Representatives	\$ 160.00
Support Staff	\$ 95.00

Interior Design

Principal	\$ 295.00
Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 100.00

Structural Engineering

Principal	\$ 295.00
Structural Engineer	\$ 170.00
Staff Engineer	\$ 105.00

Landscape Architecture

Principal	\$ 295.00
Landscape Architect	\$ 140.00
Landscape Design Staff	\$ 90.00



SLAMCOL-CL

KKANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Kristen D. Kane PHONE (A/C, No, Ext): (860) 430-3258 FAX (A/C, No): E-MAIL ADDRESS: kkane@SmithBrothersUSA.com																					
INSURED The S/L/A/M Collaborative, Inc. 80 Glastonbury Blvd Glastonbury, CT 06033	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td colspan="2">INSURER B: American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td colspan="2">INSURER C: XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: The Continental Insurance Company		35289	INSURER B: American Casualty Company of Reading, PA		20427	INSURER C: XL Specialty Insurance Co		37885	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: The Continental Insurance Company		35289																				
INSURER B: American Casualty Company of Reading, PA		20427																				
INSURER C: XL Specialty Insurance Co		37885																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SET FORTH MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER <input type="checkbox"/>		6080578642	3/18/2022	3/18/2023	EAC OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL AD IN UR \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY AN AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>		6080578639	3/18/2022	3/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY IN UR (Per person) \$ BODILY IN UR (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6080578608	3/18/2022	3/18/2023	EAC OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6080578611	3/18/2022	3/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EAC ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		DPR9990845	3/18/2022	3/18/2023	Each Claim 5,000,000
C	Retro Date: 1/1/1948		DPR9990845	3/18/2022	3/18/2023	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

CERTIFICATE HOLDER

CANCELLATION

For Proposal Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



December 5, 2022

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury, Room 103
235 Grand Street
Waterbury, CT 06702

RE: City of Waterbury Education Department RFP 7476 for: Expanded Educational Facilities Feasibility Study

Dear Mr. McCaffery:

We received your letter dated December 1, 2022 regarding the above noted project opportunity, including the selection committee's interest in entering into negotiations with our firm and your request for a revised fee proposal reflecting a reduction in price.

We are pleased to have the opportunity to engage with the City on this project. In response to the request in your recent letter, the fees presented in our original proposal submission reflect our best and final proposal for the requested scope in the RFP and as detailed in our written proposal. We cannot reduce our proposed fees without a corresponding reduction in scope of work. If the selection committee would like to schedule a meeting to discuss a reduction in scope, we welcome that opportunity. If the scope is to remain as stated in the RFP, then our fees will remain as presented and we are hopeful that we can move forward as partners with the City and Waterbury Public Schools on the project.

Thank you again for the opportunity and I look forward to your response.

Please contact me at kmorhardt@slamcoll.com , or 860-368-4221 (office), 860-712-9233 (cell) with any questions.

Respectfully submitted,

The S/L/A/M Collaborative, Inc.

Kemp A. Morhardt, AIA, NCARB
Principal and Officer

CT Registered Architect: 14580

MEMORANDUM

DATE: November 30, 2022

TO: Kevin McCaffrey, Purchasing Director

FROM: Rosh Maghfour, Interim Chief Operating Officer *RM/mc*

RE: Selection Committee Recommendation for RFP #7476 Professional Services for Expanded Educational Facilities Feasibility Study with The S/L/A/M Collaborative, Inc.

Request for Proposal #7476 for Professional Services for Expanded Facilities Feasibility Study was recently advertised on November 7, 2022 and opened on November 29, 2022. As a result, three responses were received from Friar Architecture, Silver Petrucelli+Associates, and The S/L/A/M Collaborative, Inc.

A Selection Committee comprised of Louis Muradas (Noresco Consultant), Darren Schwartz (Deputy Superintendent), Mike Konopka (School Inspector) and myself reviewed the responses. The selection committee's recommendation is The S/L/A/M Collaborative, Inc. (SLAM). SLAM has previously successfully completed a District Facility Utilization and Redistricting Study, and currently has completed the Long Range Facility Study. SLAM works closely with KBE Building Corporation, both of whom have an excellent relationship with the Education Department.

With your approval, the Education Department will proceed to negotiate a contract with SLAM for these services.

Thank you for your continued assistance on this matter.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

July 30, 2021 through October 31, 2022 (contract complete)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

(Service or Commodity Covered by Purchase Order)

PO No. 192656 dated September 7, 2021

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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

I have read and agree to the above certification.

The S/L/A/M Collaborative, Inc.
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

11/22/2022
Date

Kemp A. Morhardt, Secretary

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

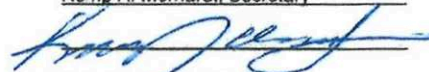
Full Legal Name and address of Recipient, Vendor, or Contractor:

The S/L/A/M Collaborative, Inc.
80 Glastonbury Boulevard
Glastonbury, CT 06033

Print Name and Title of Authorized Representative:

Kemp A. Morhardt, Secretary

Signature of Authorized Representative:


Date: November 22, 2022

Attachment A – Debarment Certification

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

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

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

State of Connecticut

SS.: Glastonbury

County of Hartford

Kemp A. Morhardt, being first duly sworn, deposes and says that:

1. I am the ~~owner, partner, officer, representative, agent or~~ of The S/L/A/M Collaborative, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 Construction Services of Somerset, Inc.	80 Glastonbury Blvd. Glastonbury, CT 06033	Subsidiary
2		
3		
4		

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

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

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

Attachment A – Disclosure and Certification Affidavit
 Regarding Outstanding Obligations to the City of Waterbury

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

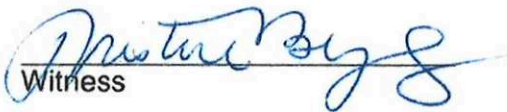
Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 2021.

(Notary Public)
My Commission Expires: _____

For Corporation

Witness



Kemp A. Morhardt

Name of Corporate Signatory

80 Glastonbury Boulevard, Glastonbury, CT 06033
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Secretary
Title

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

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

State of Connecticut)

) SS

County of Hartford)

Kemp A. Morhardt being duly sworn,

deposes and says that he/she is Secretary of The S/L/A/M Collaborative, Inc.
and that he/she answers to the foregoing questions and all statements therein are true
and correct.

Subscribed and sworn to before me this 22nd day of November 2022.

Lauren Lidtke

(Notary Public)

My Commission Expires: _____

LAUREN LIDTKE
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 6/30/2024



Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 12/12//2022

To: Jerry Gay
Department of Education


Subject: Tax Clearance

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

SLAM Collaborative, Inc.
80 Glastonbury Blvd.
Glastonbury, CT 06033

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

Very truly yours,



NJO/wmf

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

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us

Description of Project/Work/Services: Feasibility study at International & Maloney Schools

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-VIII."

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 completion date of this contract. If the policy is replaced and/or the retroactive date is changed, 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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:

\$1,000,000 each Occurrence

\$2,000,000 General Aggregate

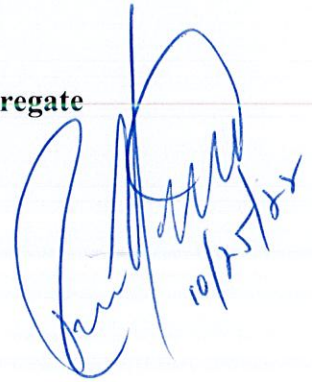
\$2,000,000 Products/ Completed Operations Aggregate

Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**

\$1,000,000 Aggregate

Professional Liability/E&O: **\$1,000,000 each Wrongful Act**

\$1,000,000 Aggregate



Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and its Board of Education is 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.

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Friday, October 21, 2022 12:02 PM
To: Insurance Requests
Cc: Rochdi Maghfour
Subject: Limits for feasibility study
Attachments: Insurance Limits Request - Feasibility Study RFP.docx; Risk Management Limits-Feasibility Study RFP.docx

Hello,
Please see the attached request for limits for an RFP for a Feasibility study. All interactions are expected to take place on line. Thank You,

Jerry Gay, Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: BOE/Contracts

Requesting Department Contact: Jerry Gay, jerry.gay@waterbury.k12.ct.us - 203-346-3989 or Rosh Maghfour

Detailed description of Work/Services to be performed: Perform a feasibility study for International & Maloney schools using a Phase 1 Long Range Study.

Environmental Services Included — If YES, describe: None

Medical Services Included — If YES, describe: None

Hazardous Substances — If YES, describe: None

Will Use of Subcontractors be Permitted? Not expected

Summarize any other Special Conditions: None

Estimated Cost: \$50-100,000

Contract Term: to June 2025

Insurance Coverage & Limits used for Previous Contract - If applicable: No Prior Contract

CITY OF WATERBURY, RISK MANAGEMENT

Insurance Bid Specifications Recommendation

Submitting Department: BOE Contracts

Contact Name: Jerry Gay & Rosh Maghfour

Project: Feasibility Study at International & Maloney Schools

Date : 10/21/2022

Description of Work/Services: Intern'l & Maloney Feasibility Study from Phase 1 long range study

Contract Term: to June 2025

Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each \$_____ each Occurrence
\$_____ General Aggregate
\$_____ Products/ Completed Operations Aggregate

Auto Liability: \$_____ Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
\$_____ EL each Accident
\$_____ EL Disease each Employee EL Disease
\$_____ EL Policy Limits

Excess/ Umbrella Liability: \$_____ each Occurrence
\$_____ Aggregate

Builder's Risk/installation Floater Insurance: \$_____ each Occurrence OR Limits equaling
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance \$_____ each Occurrence/Claim
\$_____ Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

No construction

Professional Liability/E&O: \$_____ each Wrongful Act
\$_____ Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$_____ each Occurrence
\$_____ Aggregate

(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury is 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 Builders Risk and Professional Liability.



ESSER/ARP Monthly Expenditure Report
January 5, 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

\$16,321,277 YTD Exp/Enc
 \$25,329,847 YTD Balance

ARP ESSER III

Beginning Date May 2021
 Ending Date September 2024

Total Grant : \$89,691,176

\$22,318,826 YTD Exp/Enc
 \$67,372,350 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)



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

Waterbury Board of Education

FY2022-2023

**November
Expenditure Report**

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$9,664,779	\$9,664,779	\$3,661,758	\$0	\$6,003,021	\$9,439,779	\$225,000
511102	Teachers	\$56,903,062	\$56,903,062	\$15,457,625	\$0	\$41,445,437	\$55,853,062	\$1,050,000
511104	Superintendent	\$438,103	\$438,103	\$173,501	\$0	\$264,602	\$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	\$5,041	\$0	\$764,959	\$770,000	\$0
511108	School Psychologists	\$1,449,226	\$1,449,226	\$174,460	\$0	\$1,274,766	\$1,323,226	\$126,000
511109	School Social Workers	\$1,948,427	\$1,948,427	\$497,158	\$0	\$1,451,269	\$1,948,427	\$0
511110	Speech Pathologists	\$2,294,414	\$2,294,414	\$655,929	\$0	\$1,638,485	\$2,294,414	\$0
511111	Ass. Superintendent	\$165,000	\$165,000	\$63,462	\$0	\$101,539	\$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	\$369,472	\$347,690	\$1,960,942	\$2,678,104	\$0
511202	Clerical Wages	\$1,597,126	\$1,597,126	\$363,646	\$0	\$1,233,480	\$1,597,126	\$0
511204	Crossing Guards	\$357,192	\$357,192	\$109,302	\$0	\$247,890	\$357,192	\$0
511206	Educational	\$450,000	\$450,000	\$99,203	\$0	\$350,797	\$450,000	\$0
511212	Substitute Teachers	\$150,000	\$150,000	\$325,950	\$36,140	(\$212,091)	\$150,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	\$47,689	\$0	\$32,311	\$80,000	\$0
511217	Library Aides	\$178,348	\$178,348	\$31,437	\$0	\$146,911	\$178,348	\$0
511219	School Clerical	\$2,029,527	\$2,029,527	\$671,615	\$0	\$1,357,912	\$2,029,527	\$0
511220	Fiscal Administration	\$608,440	\$608,440	\$189,640	\$0	\$418,800	\$608,440	\$0
511222	Transportation Coordinator	\$189,737	\$189,737	\$52,679	\$0	\$137,058	\$189,737	\$0
511223	Office Aides	\$170,000	\$170,000	\$47,342	\$0	\$122,658	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,249,645	\$2,249,645	\$620,843	\$0	\$1,628,802	\$1,949,645	\$300,000
511226	Custodians Non-Certified	\$5,388,979	\$5,388,979	\$1,701,126	\$0	\$3,687,853	\$5,003,429	\$385,550
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$47,806	\$0	\$152,194	\$200,000	\$0
511228	Paraprofessionals	\$9,886,881	\$9,886,881	\$2,505,723	\$0	\$7,381,158	\$9,886,881	\$0
511229	Bus Duty	\$265,000	\$265,000	(\$7,634)	\$0	\$272,634	\$265,000	\$0
511232	Attendance Counselors	\$125,373	\$125,373	\$32,609	\$0	\$92,764	\$125,373	\$0
511233	ABA Behaviorial Therapist	\$1,626,875	\$1,626,875	\$404,511	\$0	\$1,222,364	\$1,626,875	\$0
511234	Interpreters	\$195,456	\$195,456	\$39,190	\$0	\$156,266	\$195,456	\$0
511238	Swing SSPP	\$0	\$0	\$7,887	\$0	(\$7,887)	\$7,211	(\$7,211)
511236	Snow Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$640,000	\$640,000	\$368,145	\$0	\$271,855	\$640,000	\$0
511653	Longevity	\$9,705	\$9,705	\$573	\$0	\$9,132	\$9,705	\$0
511700	Extra Police Protection	\$683,452	\$683,452	\$61,562	\$0	\$621,890	\$683,452	\$0
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$28,803	\$0	\$178,866	\$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	\$70,000	\$23,241	\$0	\$46,759	\$70,000	\$0
529003	Meal Allowances	\$24,800	\$24,800	\$20,300	\$1,130	\$3,370	\$24,800	\$0
Subtotal Salaries		\$112,625,320	\$112,625,320	\$37,911,297	\$384,960	\$74,329,063	\$110,780,684	\$1,844,636

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	\$1,500,000	\$1,500,000	\$1,232,553	\$267,447	\$0	\$2,000,000	(\$500,000)
533009	Evaluation	\$10,000	\$10,000	\$167	\$0	\$9,833	\$10,000	\$0
533020	Consulting Services	\$325,000	\$319,500	\$47,850	\$159,606	\$112,044	\$319,500	\$0
533100	Auditing	\$54,000	\$59,500	\$0	\$59,500	\$0	\$59,500	\$0
539005	Sporting Officials	\$30,000	\$15,000	\$0	\$0	\$15,000	\$30,000	(\$15,000)
539008	Messenger Service	\$27,000	\$27,000	\$0	\$0	\$27,000	\$27,000	\$0
543000	General Repairs & Maintenance	\$1,330,000	\$1,330,000	\$541,497	\$652,698	\$135,806	\$1,330,000	\$0
543011	Maintenance - Service Contracts	\$750,000	\$750,000	\$199,755	\$474,604	\$75,641	\$750,000	\$0
544002	Building Rental	\$562,084	\$562,084	\$190,826	\$348,057	\$23,201	\$562,084	\$0
545002	Water	\$250,000	\$250,000	\$32,088	\$0	\$217,912	\$250,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$1,129,686	\$0	\$2,000,169	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$32,768	\$43,709	\$48,523	\$125,000	\$0
551000	Pupil Transportation	\$17,461,954	\$17,461,954	\$3,410,944	\$14,001,010	\$50,000	\$17,811,954	(\$350,000)
553001	Postage	\$60,000	\$60,000	\$14,048	\$0	\$45,952	\$60,000	\$0
553002	Telephone	\$175,000	\$175,000	\$86,725	\$21,385	\$66,890	\$175,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$603	\$20,397	\$72,600	\$93,600	\$0
556055	Tuition - Outside	\$11,000,000	\$11,000,000	\$1,595,481	\$6,635,503	\$2,769,016	\$12,000,000	(\$1,000,000)
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$312,910	\$2,317,874	\$369,216	\$3,000,000	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$12,059	\$0	(\$6,059)	\$6,000	\$0
558000	Travel Expenses	\$5,000	\$5,000	\$1,233	\$0	\$3,767	\$5,000	\$0
559001	Advertising	\$32,500	\$32,500	\$14,476	\$1,332	\$16,692	\$32,500	\$0
559002	Printing & Binding	\$15,000	\$15,000	\$2,359	\$0	\$12,641	\$15,000	\$0
559104	Insurance - Athletics	\$26,000	\$20,636	\$20,636	\$0	\$0	\$20,636	\$0
Subtotal Purchased Services		\$39,967,993	\$39,947,629	\$8,878,666	\$25,003,121	\$6,065,843	\$41,812,629	(\$1,865,000)
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$614,273	\$202,745	\$802,982	\$1,620,000	\$0
561200	Office Supplies	\$78,590	\$78,590	\$23,511	\$14,878	\$40,201	\$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	\$2,193	\$1,043	\$265	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$16,615	\$10,169	\$23,216	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$1,208	\$530	\$10,762	\$12,500	\$0
561501	Diesel	\$117,535	\$121,754	\$6,642	\$101,920	\$13,191	\$121,754	\$0
561503	Gasoline	\$201,174	\$156,956	\$46,787	\$93,199	\$16,969	\$156,956	\$0
561504	Heating Oil	\$0	\$40,000	\$15,873	\$2,807	\$21,320	\$40,000	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$218,815	\$0	\$1,447,185	\$1,666,000	\$0
561507	Janitorial Supplies	\$250,000	\$200,000	\$49,541	\$109,124	\$41,334	\$200,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$44,606	\$4,379	\$1,015	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$36,941	\$40,483	\$22,576	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$232,364	\$101,395	\$96,645	\$34,323	\$200,000	\$32,364
561511	Propane	\$311,188	\$311,188	\$125,900	\$139,896	\$45,392	\$311,188	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$1,730	\$32,573	\$5,697	\$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	\$12,000	(\$12,000)
569029	Athletic Supplies	\$130,000	\$130,000	\$14,553	\$66,829	\$48,619	\$130,000	\$0
Subtotal Supplies/Materials		\$4,796,487	\$4,816,851	\$1,321,819	\$917,221	\$2,577,811	\$4,796,487	\$20,364

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	\$25,000	\$25,000	\$6,342	\$7,562	\$11,097	\$25,000	\$0
575200	Office Equipment	\$160,000	\$160,000	\$50,590	\$1,851	\$107,559	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$11,722	\$6,572	\$21,706	\$40,000	\$0
Subtotal Property		\$225,000	\$225,000	\$68,654	\$15,985	\$140,362	\$225,000	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$0	\$12,375	\$625	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$8,625	\$0	\$12,075	\$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	\$5,260	\$0	\$9,740	\$15,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$0	\$0	\$7,000	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$49,066	\$10,560	\$375	\$60,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$0	\$0	\$135,000	\$135,000	\$0
Total Other/Miscellaneous		\$760,200	\$760,200	\$572,249	\$22,935	\$165,016	\$760,200	\$0
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$48,752,684	\$26,344,221	\$83,278,095	\$158,375,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$33,534,869	\$33,534,869	\$8,498,688	\$0	\$25,036,181	\$33,534,869	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
Total Additional Funding		\$37,159,869	\$37,159,869	\$8,498,688	\$0	\$28,661,181	\$37,159,869	\$0
GRAND TOTAL ALL FUNDING		\$195,534,869	\$195,534,869	\$57,251,372	\$26,344,221	\$111,939,276	\$195,534,869	\$0

**CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

1/5/2023

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:

Accounting Unit	Account	Activity	Description	Amount
60180	547000	6018080099995	Capital Improvement - BOE Unallocated (Sinking Fund)	(\$500,000)

TO:

60180	543000	6018080028035	Capital Improvement - Wendell Cross Water Damage Claim	\$500,000
-------	--------	---------------	--	-----------

TOTAL

\$500,000 (\$500,000)

Transfer to move funds from BOE Unallocated Sinking Fund to a Capital account for the Wendell Cross Water Damage as needed for materials that will be submitted for insurance claim reimbursement.

Respectfully Submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER - SUITE 272 – 292 MAIN STREET
MIDDLETOWN, CT 06457

December 8, 2022

Mr. Rosh Maghfour
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702

RE: Roof Replacement for Margaret M. Generali Elementary School

Dear Mr. Maghfour

The Margaret M. Generali Elementary School Roof Replacement project (State Project # 151-0306 RR, dated June 30, 2020) scope of work has been reviewed by our office and is complete and in full compliance with the requirements of the contract documents, all applicable codes and regulations.

Sincerely,

Thomas F. Hibbard

Thomas F. Hibbard
Architect

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, January 5, 2023
BOARD MEETING: Thursday, January 19, 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
C. Carpentieri	WSMS media ctr.: Wed., Jan. 4th 3:00 – 5:00 pm (21st Century/SDE Prof. Dev. session)
M. Rocco	W. Cross gym: Fri., Jan. 20th 5:30 – 8:30 pm (Family Physical Education Night)

Approved

 Ann Sweeney

 Dr. Verna D. Ruffin
 Superintendent of Schools

hook

DEC 16 2022

SCHOOL PERSONNEL USE ONLY

DATE: 12-16-2022

TO: SCHOOL BUSINESS OFFICE

FROM: 21st Century/CSDE After School Program Quality Coordinator

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

NAME OF SCHOOL REQUESTED: West Side Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: January 4th, 2023

FROM: 3:00 pm TO: 5:00 pm

FOR THE FOLLOWING PURPOSES:

We would like to use West Side Middle School's Library for our 21st Century/SDE After School Program Professional Development session with the After School Network.

Carli Carpentieri
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

DEC 22 2022

SCHOOL PERSONNEL USE ONLY

DATE: 12-21-22

TO: SCHOOL BUSINESS OFFICE

FROM: M. Pocco

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

NAME OF SCHOOL REQUESTED: W. Cross

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

New Date:
DATES REQUESTED: Friday, Jan. 20th

FROM: 5:30 am/pm

TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family Phys. Ed. Night
Sponsored by W.C. PTA

Margaret Pocco
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, January 5, 2023
BOARD MEETING: Thursday, January 19, 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
Yeshiva K'Tana of Wtby.: S. Hirtz	WSMS pool: Mondays 1/9/23 – 3/27/23 8:00 pm – 9:00 pm (swim sessions)

REQUESTING WAIVERS:

Yeshiva K'Tana of Wtby.: Y. Karr	Kennedy aud.: Sunday, June 18 th (graduation ceremony)	9:30am – 3:30pm (S\$918.)
-------------------------------------	--	------------------------------

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

Lithuanian Sports Club: A Gelazauskas	Gilmartin gym Jan. thru May Wednesdays 7 -9 pm (basketball practices)
--	--

MONIES COLLECTED TO DATE:

\$ 25,381.75

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

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

CONTRACT#

Book

APPLICANT Shira Hirtz NAME OF ORGANIZATION Yeshiva Ketana of Waterbury
ADDRESS 153 Euclid Ave Wtbury CT 06710 TELEPHONE # 7182493384
(street) (city) (state) (zip code)
SCHOOL REQUESTED Choir #1: Westside DATES 11/9/23, 11/23/23, 2/6/23, 2/13/23, 2/27/23, 3/13/23, 3/20/23
ROOM(S) POOL
OPENING TIME 8pm CLOSING TIME 9pm PURPOSE Swim
ADMISSION (if any) NIA CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 0
SIGNATURE OF APPLICANT [Signature] DATE 12/7/22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: _____

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. SH (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$13/HR plus 1 HR SERVICE

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES 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

JAN - 3 2023

CONTRACT#

APPLICANT Yerachmiel Korr NAME OF ORGANIZATION Congregation K'tzur of Waterbury
ADDRESS 32 Hillside Ave Waterbury CT 06710 TELEPHONE # 203-528-4147
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy DATES 6/18/23 ROOM(S) Auditorium
OPENING TIME 9:30 CLOSING TIME 3:30 PURPOSE _____
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO NA
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 100
SIGNATURE OF APPLICANT [Signature] DATE 1/3/2023

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

Yerachmiel Korr 32 Hillside Ave Waterbury CT 06710 203-528-4147

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR. service per custodian (2) (\$588.)

RENTAL FEES:

MISCELLANEOUS FEES: Tech. \$55/HR. (\$330.)

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO on file

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: Yerling Ktara of Waterbury

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kennedy Auld.

DATE(S): 6/18/23

TIMES: 9:30-3:30

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

1/3/23

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

918.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: _____

Clerk, Board of Education

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

CONTRACT#

hook
APPLICANT Algirdas Gelazauskas NAME OF ORGANIZATION Conn. Lith. Sports Club
ADDRESS 63 Yale Ave, Apt. 4 Meriden CT 06450 TELEPHONE # 203-809-3736
(street) Gilmer (city) (state) (zip code)
SCHOOL REQUESTED Elem. school DATES Yr. Wednesday ROOM(S) Gymnasium
OPENING TIME 7:00 CLOSING TIME 9:00 PURPOSE Basketball practices/Sports
ADMISSION (if any) Club membership CHARGE TO BE DEVOTED TO Club insurance/Expenses
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 (Max) CHILDREN 6-10 Approx
SIGNATURE OF APPLICANT Algirdas Gelazauskas DATE 09/27/2022
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: ph.# 203-671-6641
Pres. Vaiva Battonis, 59 Glendale Ave, Middletown, CT 06457

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. A. G. (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.

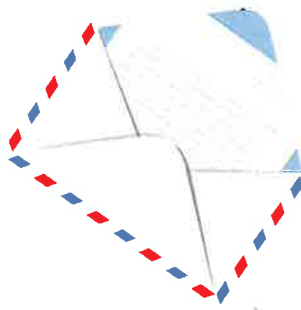
White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Wednesdays
Jan - May



COMMUNICATIONS



**November 30, 2022 through
January 3, 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

November 15, 2022

Leteacia Lucas
177 East Main St., 2nd Fl.
Waterbury, CT 06702

Dear Ms. Lucas:

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. #2022304) 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 Monday, November 28, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 17, 2022 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

November 21, 2022

Lisa DiBiase
94 Mount Carmel Ave.
Waterbury, CT 06708

Dear Ms. DiBiase:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2021653) at \$17.53 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, December 8, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 1, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 21, 2022

Pamela Williams
1100 East Main St., #1 Floor
Waterbury, CT 06705

Dear Ms. Williams:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022721) at \$17.53 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, December 8, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 1, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 21, 2022

Madeline Pena
120 Mapleridge Dr.
Waterbury, CT 06705

Dear Ms. Pena:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022322) at \$17.53 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, December 8, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 1, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>
Sent: Tuesday, November 29, 2022 2:36 PM
To: Carrie Swain
Subject: CABA Policy Highlights 11-25-2022

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



Policy Services

CABA Policy Highlights

Conrad Vahlsing, Senior Staff Attorney

November 25, 2022

Volume 22 Issue 11

The topic for Issue 11 of the CABA Policy Highlights is **Communicating with the Public.**

As the governing body of a school district, a board of education has a great interest in communicating effectively with the public. In this issue of the Policy Highlights, we have included links to sample CABA policies in several different series, but all speaking, in some way, to communication with the public.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org



[Unsubscribe](#) from this eNotice.



Connecticut Association of Boards of Education

Conrad Vahlsing, Senior Staff Attorney

PRESENTS POLICY HIGHLIGHTS

November 25, 2022

Volume 22 – Issue #11

Communicating with the Public: As the governing body of a school district, a board of education has a great interest in communicating effectively with the public. Robust communication from the board to the community it serves can have a variety of positive effects on the district, including building an atmosphere of trust and promoting civility.

Regular and accurate communication provides for a more engaged and efficient group of stakeholders, a group which includes parents, community leaders, and town officials and boards. A board's effective communication not only engages these "outside" stakeholders, but also the internal ones, such as students, teachers, staff, and administrators.

However, when board members talk about communication it is important to distinguish among different types, as they have different advantages and suggested best practices. This *Policy Highlights* will discuss two different types of communication: public comment at board meetings and what will be called "proactive" communication, which encompasses such tools as newsletters or regular online postings and updates.

Regarding public comment at board meetings, there are a few aspects that board members should contemplate during this part of a meeting, including one's demeanor and engagement, or even better, non-engagement. It is generally suggested that when public comment is being held, board members should refrain from responding substantively to comments, and should also attempt to not grimace or be overly expressive in their body language. Why?

First, showing restraint in this way creates a good atmosphere for what public comment actually should be, which is a time for the board to *hear* from the public so that it may use this information to affect and guide their later discussions and actions. After all, one of the most important aspects of board governance is ensuring that community values translate into policy and practice in the district's schools.

But board members should not treat public comment as a time to respond, in real time, to individuals' problems or complaints. It is not only inefficient (we do not want 8-hour board meetings . . . well, most of us) but it would likely also be a breakdown of the policy and bylaws a board has for the designed avenues for communication. For example, a complaint that a bus stop is dangerous is not a problem that the board can fix during public comment. Ideally, such a complaint would be directed to the superintendent or other administrator via another channel described in district policy, or, if the comment is given at a board meeting, the superintendent should take down the comment for later follow-up. It would be wise for the board to set expectations for public comment at the beginning of the meeting by stating that they will be listening and not acting during public comment.

Secondly, showing restraint with non-engagement may actually gain trust from the public, as it can give the impression that the board is open to contrasting opinions and does not favor certain views based on personal preference. Non-engagement during public comment shows that the board is listening impartially, and not rooting for, or against, any individual's position. And, as always, the primary guiding factor in any board decision or deliberation should be whether an action will improve the well-being and achievement of students.

As for "proactive" communication, this type can be defined as communication that allows the board to regularly convey the workings and achievements of the schools and the district leadership (the board and/or the administration) to the public. Connecticut districts utilize various tools here, from board newsletters, to superintendent newsletters, to dedicated websites and social media pages. This form of communication allows the community to be apprised of the issues facing the district and the solutions that the board and the administration is pursuing or has already implemented.

As for how these proactive communications work, there are several options. Boards can consider having a standing Communications Committee that is tasked with publishing a board newsletter at certain intervals. A similar framework could be implemented with a superintendent's newsletter produced by his or her central office staff, for example a communications officer. And these communications can be published on a central social media page or website for either the board or the school district.

Importantly, district policies can help achieve a board's communication goals. Policies can delineate *who* communicates *what*, and of course, *when*. Board bylaws (commonly the 9000 series of a policy manual) can set the parameters, including defining the role of a standing Communications Committee. Bylaws can also address public comment, including language speaking to how board members should conduct themselves during comments.

Policies in the administration series (the 2000s) can task the superintendent and his or her office with producing a newsletter. Further, policies in the mission-goals-objectives series (the 0000s) and the community relations series (1000s) can set the tone for district communications, with language speaking to a board's desire to be open, honest, and transparent in communicating with the public.

Here are links to sample CAGE policies in several different series, but all speaking, in some way, to communication with the public:

- [#0000 – Mission Goals Objectives](#)
- [#1100 – Communications with the Public](#)
- [#2000 – Concept and Roles in Administration](#)
- [#9132 – Standing Committees](#)
- [#9274 – Board Member Code of Conduct](#)



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 28, 2022

Tyrell Davis
31 Wyoming Ave.
Torrington, CT 06790

Dear Mr. Davis:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022720) at \$17.53 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, December 8, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 1, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 28, 2022

Pamela Herrington
24 McWeeney Dr.
Waterbury, CT 06705

Dear Ms. Herrington:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022722) at \$17.53 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, December 22, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 15, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 28, 2022

Haleigh Vance
87 Edson Ave.
Waterbury, CT 06705

Dear Ms. Vance:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022627) at \$17.53 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, December 8, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 8, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 28, 2022

Uniquewa Hicks
596 Highland Ave., Apt. #3
Waterbury, CT 06708

Dear Ms. Hicks:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022440) at \$17.53 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, December 8, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 1, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 28, 2022

Keyla Danzot
230 Alder St., #3
Waterbury, CT 06708

Dear Ms. Danzot:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022946) at \$17.53 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, December 8, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 8, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 30, 2022

Debra Ventura
7 Chandler Dr.
Wolcott, CT 06716

Dear Ms. Ventura:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022811) at \$17.53 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, January 5, 2023 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 5, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 30, 2022

Sade Williams
137 Proctor St.
Waterbury, CT 06706

Dear Ms. Williams:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022810) at \$17.53 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, December 22, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 15, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 2, 2022

Lira Lici
92 Bunker Hill Rd.
Watertown, CT 06795

Dear Ms. Lici:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. # 2022900) at \$17.53 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, December 22, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 15, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 7, 2022

Robert Lobraico, Jr.
30 Framingham Dr., Liberty Court
Waterbury, CT 06705

Dear Mr. Lobraico, Jr.:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2023464) 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 December 15, 2022.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of Policy Highlights <noreply@cabe.myenotice.com>
Sent: Tuesday, December 13, 2022 1:36 PM
To: Carrie Swain
Subject: CABA Policy Highlights 12-9-2022

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



Policy Services

CABA Policy Highlights

Conrad Vahlsing, Senior Staff Attorney

December 9, 2022

Volume 22 Issue 12

The topic for Issue 12 of the CABA Policy Highlights is **Student-Athletes and Coaches, Mental Health, and Related Policy Notes.**

CABA has sample policies on coach evaluations, including sample evaluations themselves. In this issue of the Policy Highlights, we have included links to two CABA sample policies.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education

81 Wolcott Hill Road

Wethersfield, Connecticut 06109

Phone 860-571-7446 Fax 860-571-7452

www.cabe.org



[Unsubscribe](#) from this eNotice.



Connecticut Association of Boards of Education

Conrad Vahlsing, Senior Staff Attorney

PRESENTS POLICY HIGHLIGHTS

December 9, 2022

Volume 22 – Issue #12

Student-Athletes and Coaches, Mental Health, and Related Policy Notes: The *State of Play* 2022 report was released in November and contains a trove of national data regarding youth sports for ages six to eighteen. For those unfamiliar with this annual report, it is a creation of the Washington D.C.-based Aspen Institute, a non-profit, in collaboration with several other entities, including Utah State University and Louisiana Tech University.

New for 2022 is a National Coach Survey, which surveyed over 10,000 youth coaches, and included coaches from every state. This survey was a collaboration between the Aspen Institute, The Ohio State University, the Susan Crown Exchange, and Nike. The survey data informed parts of the overall report, but can be read separately. Both the *State of Play* report and the coaches' survey can be found on the Aspen Institute's website, www.aspeninstitute.org.

There are many takeaways from the report, and education leaders in Connecticut should always distinguish between national data, state data, and local data specific to students and schools in one's own district. However, knowing the full landscape of education in the country can be important.

The report identified seven key takeaways of the data:

- 27% of parents with a child participating in youth sports said their child had lost interest in playing sports
- community-based sports programs are returning
- travel sports programs have rebounded
- coaches are being asked to do more, with youth suffering from mental health challenges exacerbated by the pandemic
- parents trust their childrens' coaches, more so than teachers, to "develop life skills, foster a sense of belonging, create safe environments to play, and cope with off-the field stressors"
- tennis and pickleball became popular sports, while participation in tackle football declined
- the average family paid \$833 annually for a single child's main sport (down 6% from pre-pandemic levels)

Introduction, State of Play 2022, Aspen Institute

One of the important discussion points board members and administrators should derive from both the report and the coaches' survey is that coaches are sources of trust and leadership to students, but many coaches feel underprepared to deal with the mental health needs of student-athletes. As the report notes: coaches need help addressing the mental health challenges of players and "[v]ery few coaches feel confident identifying challenges with players' mental health and linking them to the right resources."

If reviewing the full coaches' survey is a bit daunting (it is 60 pages) there is an Executive Summary (9 pages) also available on the Aspen Institute's website.

In Connecticut, coaches are subject to various requirements under both the General Statutes and state Regulations, including the need to have a coaching permit for either intramural or interscholastic sports. And in order to retain the permit, coaches must participate in 15 hours of approved training every 5 years. See State Agencies Regulation 10-145d-423. Further, if a prospective coach is not a certified teacher, he or she must take a forty-five hour course to obtain a permit.

As for what a district can offer coaches by way of social emotional learning and mental health support training, districts "may allow" any "noncertified employee" to participate in the professional development that is mandated for certified staff. See Section 10-220a. This allowance is important because the professional development that is required of certified staff includes components on "health and mental health risk reduction" and "the principles and practices of social emotional learning." Again, see Section 10-220a.

Another point to mention is that under state law, coaches must be evaluated annually. See Section 10-222e. CAGE has sample policies on coach evaluations, including sample evaluations themselves. Such evaluations may contain components regarding how well a coach has supported student-athletes' overall well-being.

As a final, related note, boards and superintendents should be aware that, having started with the current school year (2022-23), districts are mandated to have an emergency action plan regarding serious and life-threatening sports-related injuries in both interscholastic and intramural athletic events. The requirement was contained in last year's Public Act 21-92 and went into effect July 1, 2022. CAGE has a sample policy on these sports emergency action plans, but please note that the sample policy alone is not sufficient to satisfy the mandate, as the plan must be developed and implemented "in consultation with local emergency medical services providers and allied health professionals." However, the sample policy outlines many requirements of such plans, including content components and information about review and distribution of the plan, among other requirements.

Here are links to sample CAGE policies mentioned in this article:

- [#4115.3 – Evaluation, Coaches](#)
- [#5141.72 – Student Sports – Emergency Action Plans](#)



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 9, 2022

Timothy Brown
23 Mountain Rd.
Woodbury, CT 06798

Dear Mr. Brown:

Your name is being certified to the Department of Education for the position of Painter Foreman (REQ #2023188) at \$25.56 per hour.

Your official start date is December 15, 2022.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 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

December 15, 2022

Todd Enamait
1183 North Main St., 3rd Fl.
Waterbury, CT 06704

Dear Mr. Enamait:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2023233) 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 December 22, 2022.

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

December 15, 2022

Shawn Joseph
124 Louisiana Ave.
Bridgeport, CT 06610

Dear Mr. Joseph:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Career & Technical Education Skills Specialist for the Department of Education – Wilby High School (REQ #2023281).

In this position your starting compensation will be \$50.00 per hour. Please be advised that this offer is for a period of time not to exceed 2022-2023 school year. Your official start date in this position will be January 5, 2023.

Continued employment is dependent upon issuance of your State of Connecticut Permit ED197. Once the permit application is provide to you, you will be required to submit the form within **three (3) business days** to the Office of Human Capital (Attention Kathy Christ) for timely filing with the State of Connecticut.

We will contact you regarding your start.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 15, 2022

Lorranne Jimenez
36 Rosemount Ave.
Waterbury, CT 06708

Dear Ms. Jimenez:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Career & Technical Education Skills Specialist for the Department of Education – North End Middle School (REQ #2023281).

In this position your starting compensation will be \$60.00 per hour. Please be advised that this offer is for a period of time not to exceed 2022-2023 school year. Your official start date in this position will be January 5, 2023.

Continued employment is dependent upon issuance of your State of Connecticut Permit ED197. Once the permit application is provide to you, you will be required to submit the form within **three (3) business days** to the Office of Human Capital (Attention Kathy Christ) for timely filing with the State of Connecticut.

We will contact you regarding your start.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 15, 2022

Kevin DeGroate, Jr.
125 Clinton Hill Rd.
Wolcott, CT 06716

Dear Mr. DeGroate, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023461) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 22, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 22, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

December 15, 2022

Thomas Rodrigues
45 Arbor St., 1st Fl.
Waterbury, CT 06706

Dear Mr. Rodrigues:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023262) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 22, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 22, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

December 15, 2022

Luis Rosa
23 Camp St.
Waterbury, CT 06704

Dear Mr. Rosa:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023552) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 5, 2023 at 9:00 a.m. at the Department of Education Training Room, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend the orientation session in order to be certified to work for the City. Your first day reporting to your new department/supervisor will be December 29, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. Konopka, School Inspector
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>
Sent: Tuesday, December 27, 2022 10:55 AM
To: Carrie Swain
Subject: CABA Policy Highlights 12-23-2022

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



Policy Services

CABA Policy Highlights

Conrad Vahlsing, Senior Staff Attorney

December 23, 2022

Volume 22 Issue 13

The topic for Issue 13 of the CABA Policy Highlights is **Report on Statewide Remote Learning Program; Curriculum Option for 2023-24.**

A link to CABA's sample curriculum policy, which includes language regarding the Native American Studies requirement is included in this issue of the Policy Highlights.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education

81 Wolcott Hill Road

Wethersfield, Connecticut 06109

Phone 860-571-7446 Fax 860-571-7452

www.cabe.org



[Unsubscribe](#) from this eNotice.



Connecticut Association of Boards of Education

Conrad Vahlsing, Senior Staff Attorney

PRESENTS POLICY HIGHLIGHTS

December 23, 2022

Volume 22 – Issue #13

Report on Statewide Remote Learning Program; Curriculum Option for 2023-24: The Connecticut State Department of Education (CSDE) released a report on the feasibility of a statewide remote learning program. Additionally, a state and tribal partnership was established in order to create a model curriculum for the Native American Studies course that is mandated next school year.

Report on Statewide Remote Learning Program: In October, a commission tasked with analyzing the possibility of a statewide remote learning program released its report. The Remote Learning Commission was established through last year's Public Act 21-2 (June Special Session) and was tasked with analyzing and providing recommendations concerning five aspects of implementing such a program.

These five aspects were:

- (1) the impact of remote learning,
- (2) the feasibility of creating a statewide remote learning school that will serve students in grades kindergarten through 12,
- (3) the costs associated with establishing one or more public statewide or regional remote learning schools,
- (4) the fiscal impact that various remote learning models could have on local and regional school districts, and
- (5) options to ensure that students who are receiving or participating in remote learning have adequate parental or adult supervision, educational support, technical assistance, continuity of attendance, and engagement.

Executive Summary, Remote Learning Commission Report, October 2022

In creating the report, the Commission looked at a variety of data, including data from remote learning provided during the pandemic, various agency reports, and presentations regarding state agencies of other states, including Massachusetts, Virginia, and Florida, in order to get a wider perspective on remote learning programs.

In a phrase, the report is not favorable to the creation of a K-12 statewide program. There were three over-arching conclusions and recommendations from the Commission's work, all disfavoring the creation of a statewide program.

First, the report states that such a program “does not have the ability to meet the expectations for teaching and learning, instruction, assessment, and accommodations with wrap-around supports to students and families.” Second, a potential program “does not have the ability to provide options to ensure that students who are receiving or participating in remote learning have adequate parental or adult supervision, educational support, technical assistance, continuity of attendance, and engagement.” Finally, the report “recommends not to embark on the process of establishing [such a program]” because it is estimated to have an annual cost of \$576,396,770.

Since the 2021 legislative session, there have been numerous updates to the landscape of remote learning in Connecticut, with this report being one of the most recent. The full 23-page report can be found at: <https://portal.ct.gov/-/media/SDE/Digest/2022-23/Remote-Learning-Commission-Report-FINAL-110322.pdf>.

A brief summary of other, recent remote learning updates:

- PA 21-46 allowed remote learning in high schools in the 2022-23 school year
- PA 22-80 expanded remote learning to K-12 starting in the 2024-25 school year, and prohibited dual-instruction
- In February, CSDE released standards for remote learning in high schools
- In September, the State Board of Education updated the definition of “in attendance” to include aspects of remote and virtual participation
- Also in September, CSDE released guidance on remote learning

Curriculum Option for 2023-24: In a November 30 Press Release, Governor Ned Lamont announced a collaboration between the CSDE and Connecticut’s recognized tribal nations in order to develop a new model curriculum for Native American Studies. The model curriculum is planned to be released in June 2023.

Last year’s PA 21-2 (June Special Session) mandated that Native American Studies be a part of the curriculum in Connecticut, starting with the 2023-24 school year, and included some requirements for such a course.

Besides this planned model curriculum, a recent article in *K-12 Dive* offered three suggestions for creating or updating a Native American studies program:

- stakeholders should collaborate with Native scholars, staff and experts as a part of the process
- starting with Indigenous communities is “a must” when building a Native American studies program
- in the absence of local experts, curriculum designers can seek out professional development opportunities crafted by Native educators for their faculty and staff to participate in

Lauren Barack, Indigenous Expertise a ‘Must’ for Native American Studies Curriculum, K-12 Dive, December 14, 2022

These three suggestions are important considerations for boards as they implement this curriculum requirement. In Connecticut, some requirements for the Native American Studies course were outlined in PA 21-2 (June Special Session). The course must include, but does not need to be limited to, a focus on the Northeastern Woodland Native American Tribes of Connecticut. Further, a district “may utilize the curriculum materials” provided by the State BOE or other “public or private materials, personnel and resources” as long as they comply with state subject matter content standards. And a district “may accept gifts, grants and donations, including in-kind donations” intended for developing and implementing this course.

Here is a link to CABA’s sample curriculum policy, which includes language regarding the Native American Studies requirement:

- [#6140 – Curriculum](#)