



M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: July 3, 2023

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, July 6, 2023,
Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, July 6, 2023, 5:30 p.m., Waterbury Arts Magnet School, 16 South Elm 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/ibcu5TxqCYY>.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

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

1. Committee of the Whole/15 minutes ~ Presentation: Multi-media Interoperable Emergency Communications System – Mutualink.
2. Committee of the Whole/10 minutes ~ Update: Family & Community Engagement – Q. Brown-Coles.
3. Committee on Finance/5 minutes ~ Request approval to apply for the CSDE Family Resource Center Grants for Wilson and Reed Schools – L. Allen Brown, M. Bergin, J. Frenis.
4. Committee on Finance/5 minutes ~ Request approval to apply for the CSDE State Afterschool Program Grants for Hopeville and North End Middle Schools – L. Allen Brown, J. Frenis.
5. Committee on Finance/5 minutes ~ Request approval to apply for the CSDE (ARPA) Dual Credit Expansion Grant – L. Allen Brown, J. Frenis.
6. Committee on Finance/5 minutes ~ Request approval of Amendment Two (2) to the construction contract with Pro-Mech Inc. for boiler replacement at Rotella Magnet School – N. Albini.
7. Committee on Finance/5 minutes ~ Request approval of Amendment One (1) to the Agreement with 4 You, LLC for floor replacement at Walsh School – N. Albini.
8. Committee on Finance/5 minutes ~ Request approval of a construction contract with Tilcon Connecticut Inc. for 2023 Milling and Paving Program at various schools – N. Albini.
9. Committee on Finance/5 minutes ~ Request approval of Professional Services Agreement with The Greater Waterbury YMCA for the YMCA Summer Youth Employment Program – D. Biolo.

10. Committee on Finance/5 minutes ~ Request approval of Amendment One (1) to Professional Services Agreement with Committee for Children for Social Emotional Learning Curriculum and Professional Development – W. Johns.
11. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Northeast Scoreboards, LLC for indoor multi-sport scoreboards with shot clocks – J. Gorman.
12. Committee of the Whole/10 minutes ~ Transportation and Facilities Operations Report – N. Albini.
13. Committee on Finance/5 minutes:
 - a) FYI - ARP/ESSER Update – D. Biolo.
 - b) FYI - Monthly Expenditure Report – D. Biolo.
 - c) Transfers in the 2022/23 General Fund Budget – D. Biolo.
14. Superintendent's Update ~ Dr. Ruffin.
15. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – N. Albini.
16. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.
17. Superintendent's Notification to the Board/5 minutes:

a. Grant funded appointments:

| <u>Name</u> | <u>Position/Location</u> | <u>FT/PT</u> | <u>Rate</u> | <u>Union</u> | <u>Funding Source</u> | <u>Eff.</u> |
|---------------------------|---|--------------|-------------|--------------|------------------------------|-------------|
| Bosley-Boyce, Annette | College and Career Coordinator | FT | \$30/hr | F UPSEU 69 | ESSER II 21-23 | 08/28/23 |
| Bush, Charneil | College and Career Coordinator | FT | \$30/hr | F UPSEU 69 | ESSER II 21-23 | 08/28/23 |
| Colon, Natalie | Communications Assistant | FT | \$20/hr | F UPSEU 69 | All. District 22-23 | 06/29/23 |
| Garcia Orta, Emily | Parent Liaison International (job change) | FT | \$15.88/hr | UPSEU 69 | Title I/A 22-24 | 06/15/23 |
| Lent, Matthew | Parent Liaison Chase | FT | \$15.88/hr | UPSEU 69 | Title I/A 22-24 | 08/28/23 |
| McColl, John | Behavior Counselor Duggan | FT | \$25/hr | F UPSEU 69 | Title I/DW 23-25 | 08/28/23 |
| Pisaturo-Pelatowski, Tara | Grants Coord. IDEA and Mental Health | FT | \$65,000/yr | F UPSEU 69 | IDEA 611 - Public & NP 22-24 | 06/12/23 |
| Reese, Frank | Network Specialist (10 month to 12 month) | FT | \$19.00/hr | UPSEU 69 | Title II/A | 06/01/23 |

b. Extended Academic Support (EAS) Summer School appointments:

| <u>Name</u> | | <u>Position</u> | <u>Location</u> |
|-------------|----------------------|-----------------------|-----------------|
| Beveridge | Gabrielle (external) | Elementary | Gilmartin |
| Doolan | Heidi | 4 th grade | Carrington |
| Galiette | Thalia (external) | Teacher | TBD |
| Garafola | Denise (external) | Teacher | TBD |
| Matthews | Nora (external) | Teacher | TBD |
| McCue | Erin | 2 nd grade | (correction) |
| Munoz | Victoria (external) | Teacher | TBD |
| Oulette | Katelynn | 2 nd grade | Duggan |
| Poulter | Dennis | Math | NEMS |

| | | | |
|---------------|------------------------|----------------|------------------|
| Rendon-Moreno | Miguel | Teacher | Reed |
| Rivera | Anna | Teacher | HS Summer @ WAMS |
| Thomas | Richard | Math | HS Summer @ WAMS |
| Aceto | Christopher (external) | Social Studies | HS Summer @ WAMS |

c. Extended School Year (ESY) Summer School appointments:

| | | |
|----------------------|--------------------------|---------------------------|
| <u>WTA Teachers</u> | <u>Paraprofessionals</u> | |
| Donahue, Rachel | Beamon, Jamar | Mcintyre, Hannah |
| Cacho-Zuniga, Lurbin | Bermudez, Jarielitza | Quito-Guadalupe, Jennilee |
| Hulteen, Lisa | Byrd, Shana | Sanchez, Gwendoline |
| | Lajara, Anairis | Stewart Blake, Tamalee |
| | Lewis, Mi'nasia | Williams, Sade |
| | Martinez, Sally | Zafar, Ghazala |
| | | |
| <u>Coordinator</u> | <u>WTA Support Staff</u> | <u>External Teacher</u> |
| Erdmann, Michael | Romano, Lisa | Zullo, Jennifer |

d. Miscellaneous Summer School Programs appointments:

| | | |
|------------------|---------------------|-------------------------|
| <u>Name</u> | <u>Position</u> | <u>Location/Program</u> |
| Abuhamed, Hoda | Teacher | WMS Academic Academy |
| Bruno, Lenore | Teacher | WMS Academic Academy |
| Gilday, Michael | Teacher | WMS Academic Academy |
| Kumar, Usha | Lead Teacher | WMS Academic Academy |
| Miranda, Cynthia | Teacher | WMS Academic Academy |
| Shortt, Katia | Teacher | WMS Academic Academy |
| Rousseau, Jonas | SEL Teacher | WCA Summer Transition |
| Thomas, Martha | Classroom Assistant | RMS Summer Program |
| Fricks, Benjamin | English Teacher | KHS Summer Transition |

e. Summer Curriculum Committee appointments:

| | |
|-----------------|---------------------------|
| <u>Name</u> | <u>Position</u> |
| Velez, Crystal | Science Curriculum |
| Banks, Melissa | Social Studies Curriculum |
| Braun, Brooklyn | Social Studies Curriculum |
| Joyce, Angela | Social Studies Curriculum |
| McCarthy, Erica | Social Studies Curriculum |
| McCartin, Sarah | Social Studies Curriculum |
| Neal, Cameron | Social Studies Curriculum |
| O'Tootle, John | Social Studies Curriculum |
| Albert, Kristen | Library/Media Curriculum |
| Lin, Amanda | Library/Media Curriculum |
| Neff, Michele | Library/Media Curriculum |

f. Voluntary teacher transfers effective 08/23/23:

| | | | |
|----------------------|--------------|----------------|--------------------------|
| <u>LAST</u> | <u>FIRST</u> | <u>FROM:</u> | <u>TO:</u> |
| Kontulis-Trentacosta | Krista | Driggs grade 5 | DW Elementary STEM Coach |

g. Involuntary teacher transfers effective 08/23/23:

| | | | |
|-------------|--------------|------------------------------|-------------------------------|
| <u>LAST</u> | <u>FIRST</u> | <u>FROM:</u> | <u>TO:</u> |
| O'Brien | Kathleen | WSMS Spec. Ed – Scope | WSMS Spec. Ed Co-Taught Gr 7 |
| Ring | Katherine | WSMS Spec. Ed – BDLC | WSMS Spec. Ed Scope |
| Santiago | Emanuel | WSMS Spec. Ed Co-Taught Gr 6 | WSMS Spec. Ed – BDLC |
| Varecka | Irena | WSMS Spec. Ed – BDLC | WSMS Spec. Ed – Resource Gr 7 |

h. Food Service Summer 2023 appointments:

| | | | |
|------------------|------------------|----------------------|-------------|
| <u>Employee</u> | <u>Positions</u> | <u>Site-Location</u> | <u>Rate</u> |
| Sherl Knight | Site Supervisor | Bags Foundation | \$15.56 |
| Ciara Pedraza | Site Supervisor | Boys/Girls Club | \$17.24 |
| Sylvia Lebron | Site Supervisor | Bucks Hill Annex | \$15.56 |
| Marcelina Ramos | Site Supervisor | Carrington | \$15.56 |
| Barbara Slogeris | Site Supervisor | Carrington | \$15.56 |

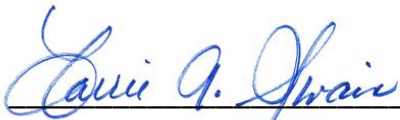
| | | | |
|------------------------|---------------------|-----------------------|---------|
| Carmen Gonzalez | Site Supervisor | Carrington | \$15.56 |
| Kim Plude | Site Supervisor | Crosby/Wallace | \$15.56 |
| Mayra Acuna | Site Supervisor | Crosby/Wallace | \$15.56 |
| Hayat Abouanni | Site Supervisor | Crosby/Wallace | \$15.56 |
| Elizabeth Guisto | Site Supervisor | Duggan | \$15.56 |
| Terri Brooks | Site Supervisor | Duggan | \$15.56 |
| Bibi Ganesh | Site Supervisor | Duggan | \$15.56 |
| Diane Martone | Site Supervisor | Gilmartin | \$15.56 |
| Marilin Smith-Pittman | Site Supervisor | Gilmartin | \$15.56 |
| Monica Ramos | Site Supervisor | Gilmartin | \$15.56 |
| Bernadette Donnelly | Site Supervisor | Kennedy | \$15.56 |
| Dalyes Sagarra | Site Supervisor | Kennedy | \$15.56 |
| Lubna Azam | Site Supervisor | Kennedy | \$15.56 |
| Rose Sarandrea | Site Supervisor | Lighthouse Daycare | \$15.56 |
| Agnelys Negron | Site Supervisor | Lion of Judah | \$15.56 |
| Sue Lugo | Site Supervisor | Reed | \$15.56 |
| Nola Santiago | Site Supervisor | Reed | \$15.56 |
| Mandi Dreher | Site Supervisor | Reed | \$15.56 |
| Ivelisse Conception | Site Supervisor | Rivera Memorial | \$15.56 |
| Caroline Thorpe | Site Supervisor | Rotella Magnet School | \$15.56 |
| Mamie Parker | Site Supervisor | Rotella Magnet School | \$15.56 |
| Donna Synott-Hassinger | Site Supervisor | Waterbury Pal | \$15.56 |
| Marcela Visciano | Site Supervisor | WCA | \$15.56 |
| Maria Rivera | Site Supervisor | WCA | \$15.56 |
| Rosa Quinonez | Site Supervisor | West Side M.S. | \$15.56 |
| Agnes Colon | Site Supervisor | West Side M.S. | \$15.56 |
| Anele Genova | Site Supervisor | Wilby/North End M.S. | \$17.24 |
| Coleen Dutton | Site Supervisor | Wilby/North End M.S. | \$15.56 |
| Paula Mucci | Site Supervisor | Wilby/North End M.S. | \$15.56 |
| Marry Leopizzio | Site Supervisor | Wilby/North End M.S. | \$15.56 |
| Yesenia Martorony | Site Supervisor | Willow Plaza | \$15.56 |
| Seritha Anglin | Site Supervisor | WOW | \$15.56 |
| Maria Rego | Monitor | WAMS | \$17.24 |
| Patricia Lowe | Monitor | WAMS | \$17.24 |
| Amy Daugerdas | Monitor | WAMS | \$17.24 |
| Elaine Lepore | Monitor | WAMS | \$17.24 |
| Linda Generali | Prep | WAMS | \$15.56 |
| Terra Saunders | Prep | WAMS | \$15.56 |
| Chasity Hernandez | Prep | WAMS | \$15.56 |
| Alice Pinto | Prep | WAMS | \$15.56 |
| Robin Capozio | Prep | WAMS | \$15.56 |
| Tasha Curry | Prep | WAMS | \$15.56 |
| Debbie Finke | Program Manager | WAMS | \$35.00 |
| Isabel DeSousa | Program Coordinator | WAMS | \$30.00 |

i. Resignations

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|-----------------------|-------------------------------|------------------|
| Davino, Melissa | Bunker Hill K | 08/04/23 |
| Ey-D'Agostino, Lauren | Duggan Special Ed Co-taught K | 06/15/23 |
| Thompson, Barbara | Reed Special Education | 06/15/23 |
| Williams, Yhane | Wilson School Counselor | 06/15/23 |

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

Item #2



Family and Community Engagement Presentation 2022-2023

**Quineshia Brown-Coles, FACE Manager
July 6, 2023**

The WPS Welcome Center

The WPS Welcome Center currently serves as an “Informative Hub” for incoming and returning parents and families in our WPS community.

- Located Centrally at 185 South Main Street within One Jefferson Square First Floor
- Helps parents become fully engaged in their child's education, by providing resource while also working closely with Schools, Central Office, and City Departments.
- Coordinate resources for Registration, Transportation, McKinney-Vento and Parent Engagement in one location.

The WPS Welcome Center



Conference Room



Child-Friendly Waiting Room



Community Resource Board



Television of useful information



Connecticut School Family Partnership (CFSP)

CFSP

WPS has partnered with Capitol Region Education Council (CREC) and has officially become a member of CT Family School Partnerships (CFSP). This two year partnership will be used to provide high impact family engagement trainings. Possibilities include:

- ▶ Family Engagement Training
- ▶ Parent Teacher Home Visiting Overview/Training
- ▶ Welcoming Walkthrough Training-(year 1)
- ▶ Social Justice and Equity Training
- ▶ Positive Youth Leadership Programming
- ▶ Friday CAFE (monthly networking sessions)

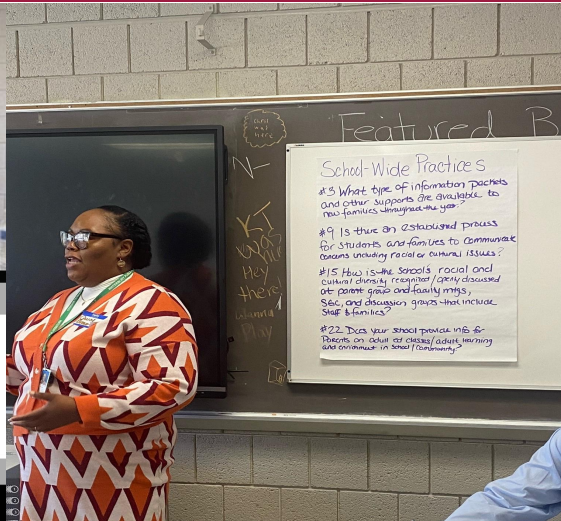
| | |
|--|--|
| Welcoming Walkthrough Training | |
| 4 Schools were chosen to receive the Welcoming Walkthrough training and implemented the Walkthrough in their schools | <ol style="list-style-type: none">1. Crosby2. Wilby3. Generali4. Bunker Hill |
| Students, faculty, parents, and community members were asked to participate. | Walkthrough Dates: <ol style="list-style-type: none">1. Crosby-January 30, 20232. Wilby- February 16, 20233. Generali-March 13, 20234. Bunker Hill- January 12, 2023 |
| Key areas for review during walkthrough | <ol style="list-style-type: none">1. Physical Environment2. School Wide-Practices & Policies3. Welcoming School Staff4. Written Materials |



Crosby High School



Welcoming Walkthrough



Wilby High School

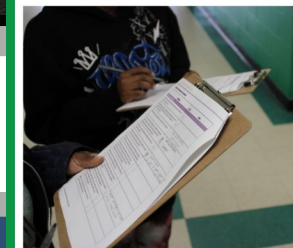


Welcoming Walkthrough



Generali Elementary

Welcoming Walkthrough



Bunker Hill Elementary



Welcoming Walkthrough

CFSP–Future plans

- **After each walkthrough a debriefing was held for all team members to discuss how we could implement the changes indicated on the survey**
- **Action Teams have been created to assist in the implementation of changes in the upcoming school year**



School Governance Council

School Governance Council

CONNECTICUT STATE DEPARTMENT OF EDUCATION

School Governance Councils provide a remarkable opportunity for Connecticut schools to engage with families and community members in a partnership to make our schools centers of excellence that prepare all students for success. Councils are intended to represent the diverse interests of the families, teachers, students and community members that make up the school population. To that end, every effort should be made to engage broad participation in a fair and open council election process.

A district wide refresher training was facilitated by Conrad Vahlsing, CAFE Senior Staff Attorney on November 7, 2022.



The membership of SGCs

Elementary and Middle School SGCs

| Member | Number | Process |
|--|--------|--|
| Parents or guardians | 7 | Elected by parents or guardians of students attending the school. Each household with a student attending has one vote |
| Teachers at the school | 5 | Elected by teachers of the school |
| Community leaders within school district | 2 | Elected by the parent/guardian members and the teacher members of the SGC |
| School principal or designee (nonvoting) | 1 | Principal or designee |



High School SGCs

| Member | Number | Process |
|--|--------|--|
| Parents or guardians | 7 | Elected by parents or guardians of students attending the school. Each household with a student attending has one vote |
| Teachers at the school | 5 | Elected by teachers of the school |
| Community leaders within school district | 2 | Elected by the parent/guardian members and the teacher members of the SGC |
| School principal or designee (nonvoting) | 1 | Principal may name a designee |
| High school students (nonvoting) | 2 | Elected by the school's student body |



All Schools have School Governance Councils

Highlighted Successes with SGC's this year:

- **Waterbury Career Academy**

"Completion of the School Compact that is posted on the school's website."

- **International Dual Language School**

"Added more community partnerships"

- **Wilson Elementary**

"Wilson continues to work on building relationships with the school community. Our biggest accomplishment was the Thanksgiving Food Drive. Many Wilson families received Thanksgiving Food Baskets and all leftover foods were donated to Mr. Noujaim and the local Food Bank."

- **W. Cross**

"Our attendance at End of Year was at 17% which is a large decrease from the year before."



- **Washington Elementary**

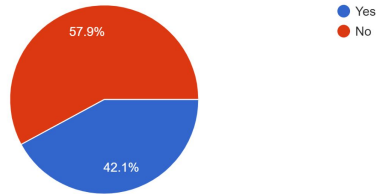
"Our Hispanic Heritage event was a community event with 300 attendees, multiple activities, cultural outfits and food. Guests were able to meet community members and information about resources in our area was available for families."

- **North End Middle School**

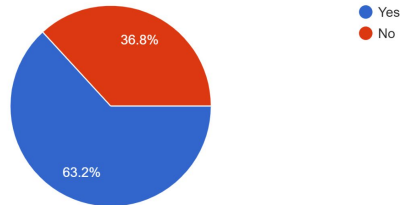
"We have significantly improved our parent engagement over the last two years. Although we have held monthly programs, we would like to highlight the Ram Fam Jam and Hablemos. The Ram Fam Jam include over 450 families and there were many opportunities for families to interact with school staff. Hablemos allowed for the school community to engage with families regarding the use of Power School and Parent Square. Additionally, parents were connected with school and community resource with a special focus on non English-Speaking families. "

The end of Year SGC Questionnaire yielded the following results:

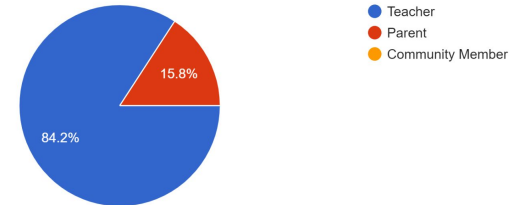
Are there two community members on your School Governance Council
19 responses



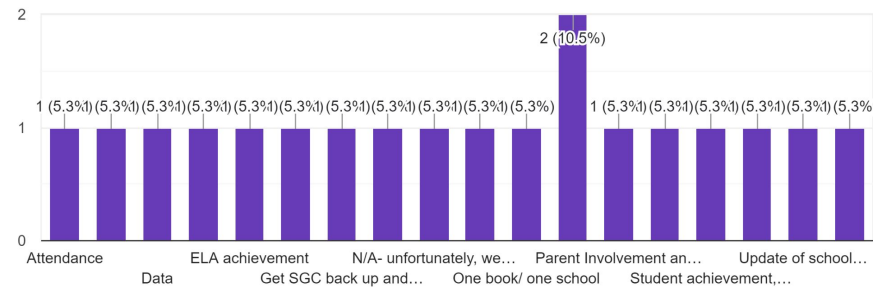
Has your school compact been reviewed by your School Governance Council
19 responses



Is the chairperson for your School Governance Council a:
19 responses



What was the theme or main focus for your School Governance for the 22-23 School year
19 responses



Additional FACE Resources

Family-School-Community Resources

Parent Liaisons

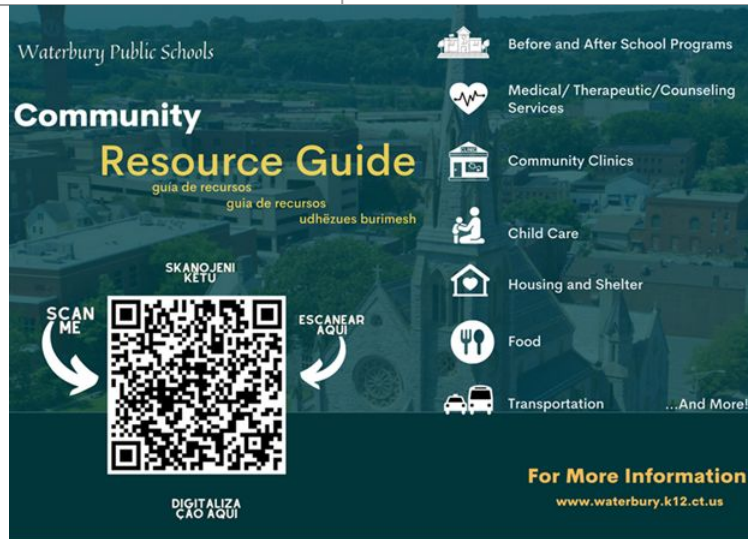
Parent Liaisons:

- Facilitate parent-school communication
- Facilitate community agency referrals
- Encourage parent involvement in the school
- Foster trust between parents and the educational community
- Foster higher academic achievement through collaboration with school personnel

ALL

- Elementary
- Middle
- High

Parent liaisons are critical in communicating information to parents regarding school events, as well as highlights and pertinent information about their child's education. Parent liaisons empower parents to become active participants in the education of their children, in an effort to bridge the gap between home and academics.




Waterbury Public Schools

Community Resource Guide

guía de recursos
guía de recursos
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SKANO JENI KETU

SCAN ME



ESCANEAR AQUI

Before and After School Programs

Medical/Therapeutic/Counseling Services

Community Clinics

Child Care

Housing and Shelter

Food

Transportation ...And More!

For More Information
www.waterbury.k12.ct.us

DIGITALIZA CAO AQUI

Contact Information

Quineshia Brown-Coles, FACE Manager

Tel: 203-346-3520

Please use the QR-Code to

Access my business card





Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

June 30, 2023

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Family Resource Center Grant Program 2023-25 [CSDE]

Dear President Sweeney and Education Commissioners:

The Connecticut State Department of Education has invited Waterbury's Family Resource Centers (FRCs) at Wilson and Reed Elementary Schools to apply for renewal grants to continue the Wilson and Reed FRCs for the period 2023-2025. Waterbury has been a grant recipient of this program for several years; these grants are generally awarded in two year cycles.

I am working in consultation with the FRC Site Administrators, and the central/district level FRC Coordinator, to develop the new applications. This year, in this round of competition, the application amount per FRC is \$112,629/year, higher than in some years. FRC grants require a 25% local match; and both cash and in-kind contributions are acceptable.

Again this year, the Waterbury application will reflect use of dedicated school spaces for the FRCs at Reed and Wilson as an in-kind local match. Additionally, in previous years, the school district has paid for fringe benefit costs in excess of \$8000 in light of the many requirements of the FRC grants and the limited grant funds this program offers relative to the grant activities required. With a slightly higher than usual annual grant amount anticipated this year, I am requesting that CFO Doreen Biolo approve the district's covering fringe costs over \$15,000 which will be part of the grant budget.

The grant applications are due to CSDE on July 19, 2023, and Board of Education approval must be submitted to CSDE. I respectfully request your permission to apply for the 2023-25 Wilson and Reed Family Resource Center grants, contingent upon CFO approval of matching funds. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin, Superintendent of Schools
Doreen Biolo
Janet Frenis
Maureen Bergin

**Connecticut State Department of Education
Family Resource Center Program Grant
Louise Allen Brown
June 30, 2023**

Grant Highlights

Name of Grant: Family Resource Center Grant Program

Purpose of Grant:

The purpose of the grant is “to seek proposals from eligible applicants for program and funding renewal pursuant to Connecticut General Statutes Section 10-4o.”

Grant Deadline: July 19, 2023

Grant Period: July 1, 2023 – June 30, 2025

Award amount: \$112,629 (approx.)

Cost Sharing or Matching: 25% in-kind or cash

Eligible Applicants:

“...Only applicants that have been invited by the CSDE to submit a renewal application are eligible to access and complete the available application. Invited applicants were selected by the CSDE based upon demonstrated experience in operating an FRC and only include communities with existing FRCs....” [eGMS notice re FRC Grant FY24]

Waterbury’s two existing FRCs were invited to apply for renewal: Wilson Elementary School, and Reed Elementary School.

FRC Requirements:

Each FRC is required to provide, or collaborate with existing agencies to provide, seven ‘comprehensive service components.’ (See details below.)

Waterbury Proposals:

Waterbury will submit two grant applications to CSDE, one for Wilson, and one for Reed. At both Wilson and Reed Elementary Schools, there is dedicated space for the Family Resource Center (FRC), including a common/play area for students and families, and office/desk space for staff. Services consistent with the seven (7) required FRC components are offered through direct service by the Site Administrators, the Parent Educator/Positive Youth Development Leader(s), and/or teachers and paraprofessionals, or through collaboration with partners and referrals to other programs. Specifically, these FRC services/activities include:

- 1) **Early Care and Education** – Both FRC Site Administrators will collaborate with the Waterbury School Readiness Liaison and the WPS Early Childhood Supervisor to obtain information to be shared with families about area pre-school programs for three and four year olds. Also, at each of the schools where there are WPS Pre-K classes; the FRC Parent Educators will investigate and/or continue going into the Pre-K classrooms to provide storytelling or music time activities. Additionally, the FRC Parent Educator will conduct home visits to families’ homes, and/or playgroup sessions at the FRC, for families with children ages birth to five.

- 2) School-Age Child Care – Both FRCs will work to provide or refer students to before and after school programs for school-age children, in multiple sessions. These programs will be staffed by certified teachers and paraprofessionals, or other providers, and will include literacy and STEAM activities.
- 3) Adult Education and Family Literacy – Both FRC Site Administrators will coordinate with the WPS Adult Education Office to refer parents to the ABE, Citizenship, ESL, High School Diploma, GED, and/or other programs there. Additionally, family literacy programs that improve the quality of family life will be offered at the FRCs, addressing a) helping children to be successful in school, b) helping parents/caregivers to be primary teachers for their children, c) parent literacy leading to economic self-sufficiency, and d) intergenerational literacy activities for parents and their children. Activities will include events such as a Welcome Back to School Workshop, Literacy and/or STEAM Nights, Financial Info Night, and/or the like.
- 4) Family Day Care Provider Training – The FRC Site Administrators will conduct outreach to child day care centers, family day care homes, relatives, and in-home care providers in their school communities to offer training to improve caregivers' "skills and knowledge" as appropriate.
- 5) Families in Training (FIT) – The FRC Site Administrators and Parent Educator/Positive Youth Development Leaders will offer services for expectant parents and parents of children under the age of three to promote parents' understanding of their role in their child's development. For example, the Parent Educator/Positive Youth Development Leader will offer services such as: a) home visits (or meetings at the FRCs) to advise about language, cognitive, social and motor development, b) playgroups at the FRCs for families with children birth to three, whether or not they are also in an early intervention program, c) screenings for hearing, vision, developmental and general health, or referrals for same in connection with CSDE requirements and recommendations, and d) connections to resources to assist families. Home visits and playgroups will follow the PAT (Parents as Teachers) program, for which both the Parent Educators and the Site Administrators will be certified. PAT/FIT families also take field trips.
- 6) Positive Youth Development (PYD) – PYD includes recreational and educational activities which emphasize decision-making and communication skills, and which build assets students need to be successful. Activities will include programs/activities at the FRCs offered by FRC staff and/or youth serving organizations, field trips, PBIS recognition, intergenerational Family Nights, a 'Father/daughter' dance, a 'Muffins with Mom' breakfast, and/or collaboration with other school staff or entities such as Safe Haven, WFD, and WPD, for anti-bullying events, cybersecurity, and other prevention and positive youth development programming.
- 7) Resource and Referral Services – Resource and referral services are coordinated with United Way 211, and with other local agencies such as WPS Adult Education, PAL, Safe Haven, etc., as needed. The FRCs participate in or co-host open house events and/or community resource fairs both to share, and to obtain, resource information for families. Additionally, at each FRC and school, the FRC Site Administrator displays resource information for families to take.

FRC Site Administrators work with the school principal, parent liaison, and committees such as the Chronic Absenteeism Committee to ascertain ways they can assist students and families to meet school, school climate, and student, goals and expectations.

Budget

CSDE has indicated that the 2023-24 grant amount per FRC will be \$112,629. Staff at each FRC paid through the grant will include: a full-time Site Administrator, and a part-time Parent Educator/ Positive Youth Development Leader, and potentially certified teachers and paraprofessionals who work in the before and after school program sessions. CSDE requires districts like WPS with two Family Resource Centers to have someone serving in a central coordinator role also. For WPS, the central coordinator is a district administrator, not paid through the grant.

Matching funds of 25% of the grant amount requested are required for this grant. The grant applications will be submitted only if the matching funds needed are approved by the Chief Financial Officer. A reduced fringe rate is under consideration for this grant by the CFO, as has been approved in the past. This year, the grant is expected to cover approximately \$15,000 of the fringe benefit costs; the remainder of fringe benefit costs are requested as matching funds from the district.

Limited grant funds remain beyond required salaries and partial fringe costs. Those funds will be used to provide on- and off-site activities and supplies related to the seven FRC components detailed above, as well as staff travel costs for travel required by the grant.



Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

June 30, 2023

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: Connecticut State Afterschool Grants – 2023-25 (CSDE)

Dear President Sweeney and Board of Education Commissioners:

The Connecticut State Department of Education is holding a new round of competition for State funded after school grants. These grants support two-year after school programs, for \$50,000 to \$200,000 per year, per application, based on student enrollment numbers and a per student cap. Waterbury has applied for and been awarded many grants from this program in the past several years. Guidelines for the grant program indicate that successful proposals will include academics (Literacy and STEAM), wellness and recreation, a variety of prevention and enrichment activities, and family engagement activities. Waterbury's proposal is described in the attached Grant Highlights document.

Based on recommendations from the Chief Academic Officer and additional staff involved in the after school programs, I will prepare two applications for the State Afterschool Grant Program. The recreation partner for the programs is the City Bureau of Recreation. Multiple other collaborating agencies will also provide activities to assure compliance with grant requirements. Parent/ caregiver and intergenerational activities are included in the proposals.

The grant budgets are under development. I have communicated with the Chief Financial Officer Doreen Biolo about the potential for the possibility of local funds being needed for student transportation costs over 20% of the total grant request amount. I respectfully request your permission to apply for these after school grants, contingent on CFO approval of local match funds, if any. The application deadline is July 10, 2023. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Janet Frenis
Doreen Biolo



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

July 5, 2023

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Update on Local Matching Funds for Family Resource Center Grants and SDE After School Grants [CSDE]

Dear President Sweeney and Education Commissioners:

CFO Doreen Biolo has approved the local match for fringe benefits costs over \$15,000 from each of the FRC grants, needed to apply for the Wilson and Reed FRC grants.

CFO Doreen Biolo has also approved the local match funds required to cover transportation costs over 20% of the grant budget, for the SDE After School Program Grants for Hopeville Elementary School and North End Middle School.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin, Superintendent of Schools
Doreen Biolo
Janet Frenis

State Afterschool Grant Program Grant
CT State Department of Education
June 30, 2023
Louise Allen Brown

Grant Highlights

Program Purpose:

The purpose of this grant program is “to implement or expand high-quality programs outside school hours that offer educational enrichment and recreational activities that are designed to reinforce and complement the regular academic program of students in grades K-12.” [Grant Guidance Document]

Eligible Applicants: Eligible applicants include Local Educational Agencies, among others.

Grant Period: 7/1/2023-6/30/2025

Grant Amount: \$ 50,000. to \$ 200,000. per year, based on per student cap

Matching Funds: Required only if transportation costs exceed 20% of grant funds requested.

Application Deadline: July 10, 2023

Program Description:

“The After-School Grant Program was established by the Connecticut General Assembly for the purpose of creating high-quality after-school programs outside of regular school hours. After-school programs are defined as programs that take place when school is not in session (e.g., before and after school, summer recess and school breaks) and provide educational enrichment and recreational activities for students in Grades K-12.”

Applicants may use grant funds to deliver “a broad array of activities” including homework help, Literacy and STEAM activities, recreation, health/nutrition, prevention and enrichment activities, in out-of-school time. At the middle school level, college awareness activities are also expected.

[Grant Guidance Document]

Proposed Project:

Waterbury will submit two separate grant applications: one for Hopeville Elementary School, and one for North End Middle School. These schools had previous current competitive grant funded afterschool programs operating for their students through SDE grants that ended on June 30, 2023. These new applications present an opportunity to continue afterschool programming at those schools.

Per the grant guidelines, the afterschool programs will operate at least four days/nine hours per week, over a period of approximately 30 weeks/year. The afterschool programs will begin at regular school dismissal times for each school; and students will be transported home safely by bus at the end of the afterschool day. Certified teachers and recreation staff will be on site. Enrichment programs/activities will be scheduled into afterschool time. The City of Waterbury Bureau of Recreation will be the recreation partners for the programs. Several additional community agencies will collaborate with the district to deliver the required academic, enrichment, wellness/recreation, and other components of this grant program.

Budget: The budget for each proposal will approximate \$140,000/year, based on approximately 50 students per site. There is a possibility that matching funds may be needed when the grant budgets are completed, based on the cap of 20% for transportation costs. In that case, the grant applications will be submitted only if the matching funds needed are approved by the Chief Financial Officer.



Item #5

Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

July 1, 2023

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: (ARPA) Dual Credit Expansion Grant – 2023-25 (CSDE)

Dear President Sweeney and Board of Education Commissioners:

The Connecticut State Department of Education (CSDE) has announced a new grant designed to expand dual credit course opportunities for high school students. In the grant RFP, CSDE cites the research that indicates the value and impact of earning college credits while in high school.

Based on recommendations from the Chief Academic Officer and district subject matter Supervisors, I will prepare a grant application noting the dual credit offerings of WPS and requesting funding for specialized equipment/materials required to implement at least some of the newest dual credit offerings. Additional grant activities are still under development. For additional details, please see my attached Grant Highlights document.

Waterbury is eligible to apply for \$90,000 for this grant based on student enrollment in 11th and 12th grade. The grant budget is under development. No matching funds are required.

I respectfully request your permission to apply for this new grant. The application deadline is July 17, 2023. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Janet Frenis
Doreen Biolo
Michael Merati
Nyree Toucet

(ARPA) Dual Credit Expansion Grant
CT State Department of Education
July 1, 2023
Louise Allen Brown

Grant Highlights

Program Purpose:

The goal of this grant is “to increase the number of students earning non-remedial college credit while enrolled in high school and increase the number of college credits students earn prior to high school graduation.” Increasing dual credit opportunities is expected to “maximize the affordability of higher education for Connecticut students.” For students who enter the workforce directly after graduation, they can do so “with marketable skills while simultaneously having earned college credits applicable to a [possible] future degree.” [RFP]

Eligible Applicants: All LEAs, and others as per RFP

Grant Period: Activities are to be conducted in the 2023-24 and 2024-25 school years.

Grant Amount: \$ 90,000. (based on number of students enrolled in grades 11 and 12)

Matching Funds: None

Application Deadline: July 17, 2023

Program Description:

This grant program is designed to address disparities between high needs students and others “by increasing course offerings that will be accessible, appeal to more students, and be aligned with students’ academic and career plans....” This grant will support new dual credit course articulations with IHEs, curriculum development, coursework for teachers, development of strategies to inform students and families about the benefits of earning college credit in high school, and/or specialized equipment or materials for concurrent enrollment courses. According to the RFP, this “one-time grant opportunity is designed to fund start-up costs to develop/establish and expand dual credit course offerings.” [RFP]

Proposed Project:

Waterbury will utilize grant funds, if awarded, to purchase industry standard equipment in Manufacturing with NVCC for the new Advanced Manufacturing 2 course, gaming computers for the new partnership with Post University on course(s) in Game Design and Development, and culinary equipment for Culinary college credit courses with NVCC. Additional activities are still under development.


Budget:

The budget for each proposal will approximate \$90,000, the maximum allowable grant request for Waterbury Public Schools based upon the number of 11th and 12th grade students in the district. Specialized equipment described above will constitute most, if not all, of the budget. If possible, some funding will be included to promote dual credit courses, and their value, to students and/or families. No matching funds are required.

*Nicholas J. Albini**Chief Operating Officer**(203) 346-2340**nalbini@waterbury.k12.ct.us***MEMORANDUM**

DATE: June 29, 2023

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

FROM: Nicholas J. Albini, Chief Operating Officer 

RE: Executive Summary for Amendment #2 to the Boiler System Replacement
Contract at Rotella Interdistrict Magnet School (RFP #7394) with
Pro-Mech, Incorporated

Pro-Mech, Incorporated was awarded a contract for Boiler System Replacement at Rotella Magnet School in the amount of \$429,900. The contract was initiated under Request for Proposal #7394 with funds coming from the Elementary and Secondary School Emergency Relief (ESSERII) funds aligning with the grant's use of funds to improve indoor air quality in schools.

Amendment #1 established an owner-controlled contingency in the amount of \$20,000 to facilitate the timely approval of contractor change order requests resulting in unexpected expenses that may arise during the course of construction increasing the total contract amount to \$449,900.

As per Amendment #2, we are respectfully requesting to extend the contract time to ensure the two new boilers operate properly and run efficiently for the start of the heating season. Pro-Mech will also train the HVAC tradesmen on the new controls at no cost. Amendment #2 extends the work to be substantially complete on or before November 20, 2023 and reach final completion on or before December 31, 2023.

Thank you for your consideration.

Attachments (3)
c: Mike Konopka, Jerry Gay

AMENDMENT 2
to
Construction Contract
for
Rotella Interdistrict Magnet School Boiler System Replacement
between
City of Waterbury
and
Pro-Mech, Inc.

THIS AMENDMENT NUMBER 2, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **PRO-MECH, INC.**, located at 102-D Filley Street, Bloomfield, Connecticut 06002, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the parties executed an Agreement (the "Agreement"), effective January 13, 2023 (the "Effective Date"), relating to **Request for Proposal ("RFP") Number 7394**, titled **Rotella Interdistrict Magnet School Boiler System Replacement** and the associated work and services described therein (the "Project");

WHEREAS the parties first amended the Agreement to include an Owner Controlled Contingency provision to be used for services not previously contemplated under the Agreement;

WHEREAS the Parties seek to amend further the Agreement to extend its final completion date, all as provided further below.

NOW THEREFORE, the Parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein;
2. Section 5 of the Agreement is amended as follows:
 - 5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract on or before November 30, 2023, and shall reach Final Completion on or before December 31, 2023 ("Contract Time").
3. Pursuant to this Amendment, Attachment C to the Agreement is replaced with a new Project Schedule, which is attached hereto as Exhibit A; and
4. Other than as amended herein, all other terms, conditions and provisions of the Agreement and First Amendment remain in full force and effect and binding upon the Parties.

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 2 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

PRO-MECH, INC.


By: _____
Paul Frigon, President

Date: _____

MEMORANDUM

DATE: June 29, 2023

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

FROM: Nicholas J. Albin, Chief Operating Officer 

RE: Executive Summary for Amendment #1 to the Walsh Floor Replacement Contract (RFP#7528) with 4 You, LLC

Flooring vendor 4 You, LLC was awarded a contract for floor replacement at Walsh Elementary School in the amount of \$367,996. The contract provides for removal and replacement of approximately 35,000 square feet of flooring in classrooms and hallways throughout the school. The project is being funded through the Education Department's General Fund. The contract was initiated under the Request for Proposal process (RFP #7528).

Due to unforeseeable complications once the existing flooring had been removed, it was determined that a 1/2" plywood subfloor is required in lieu of the 1/4" plywood subfloor originally agreed upon. As per Amendment #1, we are respectfully requesting to increase the contract by \$12,000 for this additional subfloor material raising the total contract amount to \$379,996.

Thank you for your consideration.

Attachments (3)
c: Mike Konopka, Jerry Gay

**Amendment No. 1 to
AGREEMENT
(RFP No. 7528)
for
WALSH FLOOR REPLACEMENT
between
City of Waterbury
and
4 You LLC**

THIS Amendment No. 1, 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 4 You LLC ("Contractor") located at 1039 RACEBROOK RD, WOODBRIDGE, CT 06525, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, on June 7, 2022, the parties hereto fully executed the **AGREEMENT (RFP No. 7528) for WALSH FLOOR REPLACEMENT between City of Waterbury and 4 You LLC ("Original Agreement")**; and

WHEREAS, due to unforeseeable complications once the existing floor had been removed, it was determined that a ½" plywood subfloor is required in lieu of a ¼ plywood subfloor and the additional material cost for this change is \$12,000.00 ("Subfloor Change"); and,

WHEREAS, the parties hereto seek to amend the **Original Agreement** to add this change in subfloor material and increased cost to the **Original Agreement**.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.
2. **Section 6.1. Fee Schedule of the Original Agreement shall be deleted in its entirety and replaced with the following, thereby increasing the fee by twelve thousand dollars and zero cents:**

"6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **THREE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND ZERO CENTS (\$379,996.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Price Proposal set forth in **Attachment A's "Contractor's Revised Price Proposal, dated March 23, 2023"**, and the Subfloor Change, which is summarized below:

- i. \$172,373.00.....(2nd Floor – hall and rooms)
- ii. \$ 76,322.00.....(basement – hall and rooms)
- iii. \$119,301.00.....(1st floor – rooms only)
- iv. \$ 12,000.00.....(Subfloor Change: ½” plywood subfloor is required in lieu of ¼ plywood subfloor)

3. The Contractor needs to reach Final Completion, not just Substantial Completion, by August 15, 2023. Therefore, the first sentence of Section 5. Contract Time, shall be deleted in its entirety and replaced with the following text:

“Contract Time. The Contractor shall reach Final Completion of all work and services required under this Contract by **August 15, 2023.** ("Contract Time").”

4. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Agreement** shall remain in full force and effect and binding upon the parties hereto.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this **Amendment No. 1** on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign:_____

Print name:

By:_____

Neil M. O'Leary, Mayor

Sign:_____

Print name:

Date: _____

WITNESSES:

4 YOU LLC

Sign:_____

Print name:

By:_____

Print name:

Its _____

Sign:_____

Print name:

Date:_____

Nicholas J. Albini

Chief Operating Officer

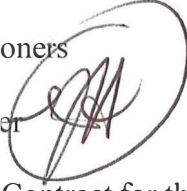
(203) 346-2340

nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: June 29, 2023

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

FROM: Nicholas J. Albini, Chief Operating Officer 

RE: Executive Summary for the Construction Contract for the 2023 Milling and Paving Program (RFP#7555) with Tilcon Connecticut, Inc.

The 2023 Milling and Paving Program combines the milling and paving projects of both the Department of Education and the Department of Public Works (DPW), consisting of materials, milling, paving and painting. The section for DPW consists of street paving and the Education section consists of milling and paving of the driveways and parking lots at Crosby, Kingsbury, West Side and Wilson.

The total combined contract amount is \$3,990,979. The Education Department respectfully requests your approval of the Education Department portion of the construction contract for milling and paving at Crosby, Kingsbury, West Side and Wilson schools in the amount of \$990,979 with Tilcon Connecticut, Inc. (Tilcon).

The contract was initiated under the Request for Proposal #7555 and the funding source is the Capital Budget. Two companies bid this project with Tilcon being the selected bidder. All work for the Education Department is to be completed by August 25, 2023. All work has a one year contracted warranty. The project contractual requirements include prevailing wage, Good Jobs Ordinance compliance and Commission on Human Rights. Instruction management and supervising will be performed by the City of Waterbury's Engineering Department which includes impact testing.

Thank you for your consideration.

Attachments (3)

c: Mike Konopka, Jerry Gay

CONSTRUCTION CONTRACT
for
2023 Milling and Paving Program
between
the City of Waterbury, Connecticut
and
TILCON CONNECTICUT INC.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and TILCON CONNECTICUT INC. located at 301 HARTFORD AVENUE, NEWINGTON, CT 06111, with a place of business at 642 Black Rock Avenue, New Britain, CT 06050, a State of Connecticut duly registered foreign (Delaware) corporation (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 7555** for the **2023 Milling and Paving Program**; and,

WHEREAS, the City accepted the Contractor's Proposal (as subsequently negotiated and revised) for **RFP Number 7555**; and,

WHEREAS, the City desires to obtain the Contractor's services for the **2023 Milling and Paving Program** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of the **2023 Milling and Paving Program** as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached

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

- 1.1.1 RFP Number 7555** (acknowledged by the Contractor as having been received and incorporated by reference);
- 1.1.2 RFP Number 7555 Addendum #1**, dated May 30, 2023 and consisting of 1 page (attached hereto);
- 1.1.3 Contractor's Proposal**, dated June 8, 2023 and consisting of 74 pages, including Contractor's 15 page Price Proposal, submitted in response to **RFP Number 7555** and Contractor's revised Price Proposal, dated June 26, 2023 and consisting of 15 pages (attached hereto);
- 1.1.4 Certificates of Insurance** (attached hereto);
- 1.1.5 Performance Bond and Payment Bond** (attached hereto);
- 1.1.6 Special Conditions** (Article 1 – Article 17) consisting of 13 pages (attached hereto);
- 1.1.7 General Conditions** (Article 1 – Article 114) consisting of 36 pages (attached hereto);
- 1.1.8 Technical Specifications** consisting of 12 pages (attached hereto);
- 1.1.9 Construction Detail Sheets for RFP No. 7555** and consisting of 6 pages (attached hereto);
- 1.1.10 Construction Drawings for RFP No. 7555** consisting of 5 pages (attached hereto);
- 1.1.11 RFP No. 7555 Street Paving List**, consisting of 2 pages (attached hereto);
- 1.1.12 State Wage Rate Documentation** (attached hereto);
- 1.1.13 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit** (incorporated by reference);

1.1.12 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.13 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.14 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated 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 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 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Contractor's revised Price Proposal, dated June 26, 2023

1.2.5 Special Conditions

1.2.6 General Conditions

1.2.7 Technical Specifications

1.2.8 Construction Details

1.2.9 Construction Drawings

1.3. The exact bid item quantities in the scope of work of this Contract shall be as determined by the Using Agency up to the not to exceed fee provided in Section 6.1 Fee Schedule.

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

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

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

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

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

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

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its 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 RFP process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Proposal. In the event the

Contractor failed to disclose any such new cost prior to the submittal of its Proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 7555** (collectively "Proposal Documents");

3.1.7. it 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 Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

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

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

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

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

3.15. FUNDING REQUIREMENTS. The Contractor is hereby put on notice that this Contract is a municipal public works contract anticipated to be funded in whole or in part by a Municipal Revenue Sharing Account Grant (MRSA) and Contractor shall comply with all MRSA requirements.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

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

5. Contract Time. The Contractor shall: (1) commence all work and services within one (1) week of the City's issuance of its written Notice to Proceed, (2) reach Substantial Completion of all work and services **at school sites** required under this Contract by **August 25, 2023**, (3) reach Substantial Completion of all work and services at **non-school sites** required under this Contract by **November 30, 2023**, and (4) reach Final Completion of all work and services required under this contract on or before **December 15, 2023** ("Contract Time").

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

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will 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 Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **THREE MILLION NINE HUNDRED NINETY THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$3,990,979.00)** (hereafter referred to as "Total Compensation") with the basis for payment being the unit prices in Contractor's Proposal set forth in **Attachment A's** "Contractor's revised Price Proposal, dated June 26, 2023 and consisting of pages", with quantities capped to not exceed the below amounts:

- i. \$3,000,000.00*..... (Base Bid Items 1-12)
- ii. \$ 517,375.00..... (Alternate 3 – West Side Middle School Bid Items 1-11)
- iii. \$ 162,095.50..... (Alternate 4 – Wilson School Bid Items 1-11)
- iv. \$ 124,988.50..... (Alternate 5 – Kingsbury School Bid Items 1-11)
- v. \$ 186,520.00**..... (Alternate 6 – Crosby High School Sidewalk Bid Items 1-4)

* The not to exceed budget for Base Bid Items 1-12 is \$887,455.00 less than Contractor's Revised Price Proposal

**The not to exceed budget for Alternate 6 is fifty cents (.50) less than Contractor's Revised Price Proposal

6.1.1 Contractor agrees to hold all pricing, including all unit pricing, as set forth in Attachment A until Final Completion or until the all work and services required under this Agreement have been fully performed to the satisfaction of the City Engineer, or as may be amended pursuant to this Contract and City Ordinance.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a

duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.3.3 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.

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 7555** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

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

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

6.9.1 submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

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

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

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

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables,

incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts

imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

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

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

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

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

11.4.1 General Liability Insurance:

\$1,000,000.00 each Occurrence

\$2,000,000.00 General Aggregate

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

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

11.4.2 Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit Each Accident

Any Auto, All Owned and Hired Autos

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

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance:

\$3,000,000.00 each Occurrence

\$3,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractor's Pollution Liability Insurance:

\$1,000,000.00 each Occurrence/Claim

\$1,000,000.00 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead.

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

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

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation and Professional Liability shall be endorsed to add the City of Waterbury and its Board of Education as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education 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"**. The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. 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.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut

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

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.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.

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

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all

pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015
Special Session Public Act 15-5.**

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific

requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

- i.** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii.** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

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

13.3. Affirmative Action.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post

copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

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

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

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

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i.** “Administrator” shall be defined as it is in the Good Jobs Ordinance.
- ii.** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.
- iii.** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.
- iv.** “Contractor” shall be defined as it is in the Good Jobs Ordinance.
- v.** “Covered Project” shall be defined as it is in the Good Jobs

Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

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

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

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

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

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

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

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

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

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

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

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

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

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

- i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.
- ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.
- iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.
- iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized

officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

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

- i.** issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii.** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

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

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

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

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. 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. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. 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.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. 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.

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

15.5. 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 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from

future HUD assisted contracts.

15.7. 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).

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to

compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent

with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP Number 7555**, and (ii) the Contractor's response to **RFP Number 7555**. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: Tilcon Connecticut Inc.
301 Hartford Avenue
Newington, CT 06111

City: City of Waterbury
c/o Engineering Department
185 South Main Street, 5th Floor
Waterbury, CT 06706

With copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to

the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations

or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

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

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

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

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

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

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

- 35.6** Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project Milestone.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part

thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions (also known as Special Conditions): An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: **City of Waterbury Engineering Department.**

[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:

TILCON CONNECTICUT INC.

Sign:_____
Print name:

By:_____
Print name:
Its _____

Sign:_____
Print name:

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 RFP Number 7555** (acknowledged by the Contractor as having been received and incorporated by reference);
- 1.1.2 RFP Number 7555 Addendum #1**, dated May 30, 2023 and consisting of 1 page (attached hereto);
- 1.1.3 Contractor's Proposal**, dated June 8, 2023 and consisting of 74 pages, including Contractor's 15 page Price Proposal, submitted in response to **RFP Number 7555** and Contractor's revised Price Proposal, dated June 26, 2023 and consisting of 15 pages (attached hereto);
- 1.1.4 Certificates of Insurance** (attached hereto);
- 1.1.5 Performance Bond and Payment Bond** (attached hereto);
- 1.1.6 Special Conditions (Article 1 – Article 17)** consisting of 13 pages (attached hereto);
- 1.1.7 General Conditions (Article 1 – Article 114)** consisting of 36 pages (attached hereto);
- 1.1.8 Technical Specifications** consisting of 12 pages (attached hereto);
- 1.1.9 Construction Detail Sheets for RFP No. 7555** and consisting of 6 pages (attached hereto);
- 1.1.10 Construction Drawings for RFP No. 7555** consisting of 5 pages (attached hereto);
- 1.1.11 RFP No. 7555 Street Paving List**, consisting of 2 pages (attached hereto);
- 1.1.12 State Wage Rate Documentation** (attached hereto);
- 1.1.13 Annual Statement of Financial Interests; Disclosure and**

Affidavit Re: Outstanding Obligations to the City; Debarment
Certification; Corporate Resolution, Non-Collusion Affidavit
(incorporated by reference);

ATTACHMENT E

Price Proposal

(Must be submitted as part of RFP #7555 response in a separate sealed envelope, marked "Confidential: Price .")

Date: 6/26/23

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

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Tilcon Connecticut Inc.

(Print or Type Company/Corporate Name)

642 Black Rock Ave. New Britain CT 06050

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page]

Base Bid – 2023 MILLING AND PAVING PROJECT

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|---------|---|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1 | 3.05R | C.Y. | 300 | PROCESSED AGGREGATE BASE FOR <u>One Hundred and Nineteen</u> <u>Fifty</u> DOLLARS CENTS | 119 | 50 | 35,850 | 00 |
| 2 | 4.06R | TON | 20,000 | HOT MIX ASPHALT - S0.375 FOR <u>One Hundred and Forty Three</u> <u>Zero</u> DOLLARS CENTS | 143 | 00 | 2,860,000 | 00 |
| 3 | 4.09R | S.Y. | 175,000 | MILLING FOR <u>Three</u> <u>Fifty</u> DOLLARS CENTS | 3 | 50 | 612,500 | 00 |
| 4 | 8.15R | L.F. | 1,000 | BITUMINOUS CONCRETE CURBING FOR <u>Ten</u> <u>Fifty</u> DOLLARS CENTS | 10 | 50 | 10,500 | 00 |
| 5 | 9.22R-2 | S.Y. | 2,000 | BITUMINOUS CONCRETE DRIVEWAY FOR <u>One Hundred and Ten</u> <u>Zero</u> DOLLARS CENTS | 110 | 00 | 220,000 | 00 |
| 6 | 9.22R-3 | S.Y. | 100 | BITUMINOUS CONCRETE DRIVEWAY- COMMERCIAL FOR <u>One Hundred and Twenty</u> <u>Zero</u> DOLLARS CENTS | 120 | 00 | 12,000 | 00 |
| 7 | 9.70R | HR. | 120 | TRAFFIC PERSON FOR <u>Eighty Five</u> <u>Zero</u> DOLLARS CENTS | 85 | 00 | 10,200 | 00 |
| 8 | 11.11R | L.F. | 600 | LOOP DETECTOR AND SAWCUT FOR <u>Fifty Eight</u> <u>Zero</u> DOLLARS CENTS | 58 | 00 | 34,800 | 00 |
| 9 | 12.09R -2 | L.F. | 4,500 | PAINTED PAVEMENT MARKINGS 4" WIDE - DOUBLE-YELLOW FOR <u>Zero</u> <u>Forty Five</u> DOLLARS CENTS | 00 | 45 | 2,025 | 00 |

[continued on following page]

RFP #7555

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|-------|--|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 10 | 12.09R-3 | L.F. | 9,000 | PAINTED PAVEMENT MARKINGS 4" WIDE- SINGLE-WHITE FOR <u>Zero</u> <u>Twenty Five</u> DOLLARS CENTS | 00 | 25 | 2,250 | 00 |
| 11 | 12.09R-4 | L.F. | 4,500 | TEMPORARY PAVEMENT MARKINGS DOUBLE -YELLOW FOR <u>Zero</u> <u>Fourty Five</u> DOLLARS CENTS | 00 | 45 | 2,025 | 00 |
| 12 | 12.10R-1 | S.F. | 5,500 | EPOXY RESIN PAINTED PAVEMENT MARKINGS LEGENDS/SYMBOLS FOR <u>Four</u> <u>Fifty</u> DOLLARS CENTS | 4 | 50 | 24,750 | 00 |
| 13 | 20.00R-1 | EA. | 115 | FURNISH AND INSTALL MANHOLE EXTENSION RINGS FOR <u>Two Hundred and Fifty Five</u> <u>Zero</u> DOLLARS CENTS | 255 | 00 | 29,325 | 00 |
| 14 | 20.00R-2 | EA. | 115 | INSTALL MANHOLE EXTENSION RINGS FOR <u>One Hundred and Eighty</u> <u>Zero</u> DOLLARS CENTS | 180 | 00 | 20,700 | 00 |
| 15 | 20.00R-3 | EA. | 65 | FURNISH AND INSTALL WATER VALVE RISER FOR <u>One Hundred and Sixty Two</u> <u>Zero</u> DOLLARS CENTS | 162 | 00 | 10,530 | 00 |

TOTAL PRICE Base Bid – 2023 Milling and Paving Project - (Sum of Total Amounts for Bid Items 1-15 set out above):

Three Million Eight Hundred And Eighty Seven Thousand Four Hundred And Fifty Five Dollars
and Zero Cents

(Amount In Words)

\$ 3,887,455.00

(Amount in Figures)

[continued on following page]

Alternate 1 – Milling and Paving – WASHINGTON SCHOOL

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|-------|---|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1 | 2.09R | S.Y. | 2,500 | FORM SUBGRADE FOR <u>Five</u> <u>Twenty Five</u> DOLLARS CENTS | 5 | 25 | 13,125 | 00 |
| 2 | 4.06R | TON | 550 | HOT MIX ASPHALT - S0.375 - 3" FOR <u>One Hundred and Forty Nine</u> <u>Fifty</u> DOLLARS CENTS | 149 | 50 | 82,225 | 00 |
| 3 | 4.09R | S.Y. | 2,500 | MILLING FOR <u>Ten Dollars</u> <u>Twenty Five</u> DOLLARS CENTS | 10 | 25 | 25,625 | 00 |
| 4 | 8.15R | L.F. | 400 | BITUMINOUS CONCRETE CURBING FOR <u>Ten Dollars</u> <u>Fifty</u> DOLLARS CENTS | 10 | 50 | 4,200 | 00 |
| 5 | 9.50R | S.Y. | 400 | TURF ESTABLISHMENT FOR <u>Fifteen</u> <u>Zero</u> DOLLARS CENTS | 15 | 00 | 6,000 | 00 |
| 6 | 12.06R -1 | EA. | 4 | REMOVAL OF EXISTING SIGNING FOR <u>Seventy-Five</u> <u>Zero</u> DOLLARS CENTS | 75 | 00 | 300 | 00 |
| 7 | 12.08R -1 | EA. | 3 | SIGNS AND POSTS - HANDICAPPED PARKING FOR <u>Three Hundred and Ninety</u> <u>Zero</u> DOLLARS CENTS | 390 | 00 | 1,170 | 00 |
| 8 | 12.08R -2 | EA. | 1 | SIGNS AND POSTS – HANDICAPPED VAN ACCESSIBLE PARKING FOR <u>Four Hundred</u> <u>Zero</u> DOLLARS CENTS | 400 | 00 | 400 | 00 |
| 9 | 12.10R -1 | S.F. | 50 | EPOXY RESIN PAINTED PAVEMENT MARKINGS LEGENDS/SYMBOLS FOR <u>Twenty-Six</u> <u>Ninety-Five</u> DOLLARS CENTS | 26 | 95 | 1,347 | 50 |

[continued on following page]

| | | | | | | | | |
|----|--------------|------|----|--|----|----|-----|----|
| 10 | 12.10R -2 | S.F. | 50 | EPOXY RESIN PAINTED PAVEMENT MARKINGS WHITE – 6" WIDE FOR <u>Thirteen</u> <u>Forty-Five</u> DOLLARS CENTS | 13 | 45 | 672 | 50 |
|----|--------------|------|----|--|----|----|-----|----|

TOTAL PRICE Alternate 1- Washington School - (Sum of Total Amounts for Bid Items 1-10 set out above):

One Hundred And Thirty-Five Thousand And Sixty-Five Dollars
 and Zero Cents
 (Amount In Words)
\$135,065.00
 (Amount In Figures)

[continued on following page]

Alternate 2 – Milling and Paving – DRIGGS SCHOOL

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|-------|---|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1 | 2.09R | S.Y. | 2,200 | FORM SUBGRADE FOR <u>Six</u> <u>Fifty</u> DOLLARS CENTS | 6 | 50 | 14,300 | 00 |
| 2 | 3.05R | C.Y. | 45 | PROCESSED AGGREGATE BASE FOR <u>One Hundred and Twenty Five</u> <u>Zero</u> DOLLARS CENTS | 125 | 00 | 5,625 | 00 |
| 3 | 4.06R | TON | 462 | HOT MIX ASPHALT - S0.375 - 3" FOR <u>One Hundred and Forty Nine</u> <u>Fifty</u> DOLLARS CENTS | 149 | 50 | 69,069 | 00 |
| 4 | 4.09R | S.Y. | 2,200 | MILLING FOR <u>Eleven</u> <u>Fifty</u> DOLLARS CENTS | 11 | 50 | 25,300 | 00 |
| 5 | 8.15R | L.F. | 400 | BITUMINOUS CONCRETE CURBING FOR <u>Ten</u> <u>Fifty</u> DOLLARS CENTS | 10 | 50 | 4,200 | 00 |
| 6 | 9.50R | S.Y. | 400 | TURF ESTABLISHMENT FOR <u>Fifteen</u> <u>Zero</u> DOLLARS CENTS | 15 | 00 | 6,000 | 00 |
| 7 | 12.06R -1 | EA. | 3 | REMOVAL OF EXISTING SIGNING FOR <u>Seventy Five</u> <u>Zero</u> DOLLARS CENTS | 75 | 00 | 225 | 00 |
| 8 | 12.08R -1 | EA. | 2 | SIGNS AND POSTS - HANDICAPPED PARKING FOR <u>Three Hundred and Ninety</u> <u>Zero</u> DOLLARS CENTS | 390 | 00 | 780 | 00 |
| 9 | 12.08R -2 | EA. | 1 | SIGNS AND POSTS – HANDICAPPED VAN ACCESSIBLE PARKING FOR <u>Four Hundred</u> <u>Zero</u> DOLLARS CENTS | 400 | 00 | 400 | 00 |

[continued on following page]

RFP #7555

| | | | | | | | | |
|----|--------------|------|-------|---|---|----|-------|----|
| 10 | 12.10R -1 | S.F. | 500 | EPOXY RESIN PAINTED PAVEMENT MARKINGS LEGENDS/SYMBOLS FOR <u>Four</u> <u>Fifty</u> DOLLARS CENTS | 4 | 50 | 2,250 | 00 |
| 11 | 12.10R -2 | L.F. | 1,000 | EPOXY RESIN PAINTED PAVEMENT MARKINGS WHITE – 6" WIDE FOR <u>Two</u> <u>Twenty-</u> Five DOLLARS CENTS | 2 | 25 | 2,250 | 00 |

TOTAL PRICE Alternate 2 – Driggs School - (Sum of Total Amounts for Bid Items 1-11 set out above):

One Hundred And Thirty Thousand Three Hundred And Ninety Nine Dollars

and Zero Cents

(Amount In Words)

\$130,399.00

(Amount In Figures)

[continued on following page]

Alternate 3 – Milling and Paving – WEST SIDE MIDDLE SCHOOL

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|--------|---|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1 | 2.09R | S.Y. | 12,000 | FORM SUBGRADE FOR <u>Three</u> <u>Seventy Five</u> DOLLARS CENTS | 3 | 75 | 45,000 | 00 |
| 2 | 3.05R | C.Y. | 50 | PROCESSED AGGREGATE BASE FOR <u>One Hundred and Sixteen</u> <u>Fifty</u> DOLLARS CENTS | 116 | 50 | 5,825 | 00 |
| 3 | 4.06R | TON | 2,520 | HOT MIX ASPHALT - S0.375 - 3" FOR <u>One Hundred and Forty Nine</u> <u>Fifty</u> DOLLARS CENTS | 149 | 50 | 376,740 | 00 |
| 4 | 4.09R | S.Y. | 12,000 | MILLING FOR <u>Four</u> <u>Sixty</u> DOLLARS CENTS | 4 | 60 | 55,200 | 00 |
| 5 | 8.15R | L.F. | 1,000 | BITUMINOUS CONCRETE CURBING FOR <u>Ten</u> <u>Fifty</u> DOLLARS CENTS | 10 | 50 | 10,500 | 00 |
| 6 | 9.50R | S.Y. | 1,000 | TURF ESTABLISHMENT FOR <u>Fifteen</u> <u>Zero</u> DOLLARS CENTS | 15 | 00 | 15,000 | 00 |
| 7 | 12.06R -1 | EA. | 6 | REMOVAL OF EXISTING SIGNING FOR <u>Seventy-Five</u> <u>Zero</u> DOLLARS CENTS | 75 | 00 | 450 | 00 |
| 8 | 12.08R -1 | EA. | 4 | SIGNS AND POSTS - HANDICAPPED PARKING FOR <u>Three Hundred and Ninety</u> <u>Zero</u> DOLLARS CENTS | 390 | 00 | 1,560 | 00 |
| 9 | 12.08R -2 | EA. | 2 | SIGNS AND POSTS – HANDICAPPED VAN ACCESSIBLE PARKING FOR <u>Four Hundred</u> <u>Zero</u> DOLLARS CENTS | 400 | 00 | 800 | 00 |

[continued on following page]

RFP #7555

| | | | | | | | | |
|----|--------------|------|-------|--|---|----|-------|----|
| 10 | 12.10R -1 | S.F. | 300 | EPOXY RESIN PAINTED PAVEMENT MARKINGS LEGENDS/SYMBOLS FOR <u>Four</u> <u>Fifty</u> DOLLARS CENTS | 4 | 50 | 1,350 | 00 |
| 11 | 12.10R -2 | L.F. | 2,200 | EPOXY RESIN PAINTED PAVEMENT MARKINGS WHITE – 6" WIDE FOR <u>Two</u> <u>Twenty-Five</u> DOLLARS CENTS | 2 | 25 | 4,950 | 00 |

TOTAL PRICE - Alternate 3 – West Side Middle School - (Sum of Total Amounts for Bid Items 1-11 set out above):

Five Hundred And Seventeen Thousand Three Hundred And Seventy-Five Dollars
and Zero Cents
(Amount In Words)

\$517,375.00
(Amount In Figures)

[continued on following page]

Alternate 4 – Milling and Paving – WOODROW WILSON SCHOOL

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|-------|---|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1 | 2.09R | S.Y. | 2,700 | FORM SUBGRADE FOR <u>FOUR</u> <u>Ninety-Seven</u> DOLLARS CENTS | 4 | 97 | 13,419 | 00 |
| 2 | 3.05R | C.Y. | 25 | PROCESSED AGGREGATE BASE FOR <u>One Hundred and Eighty</u> <u>Zero</u> DOLLARS CENTS | 180 | 00 | 4,500 | 00 |
| 3 | 4.06R | TON | 567 | HOT MIX ASPHALT - S0.375 - 3" FOR <u>One Hundred and Forty Nine</u> <u>Fifty</u> DOLLARS CENTS | 149 | 50 | 84,766 | 50 |
| 4 | 4.09R | S.Y. | 2,700 | MILLING FOR <u>Ten</u> <u>Zero</u> DOLLARS CENTS | 10 | 00 | 27,000 | 00 |
| 5 | 8.15R | L.F. | 1,000 | BITUMINOUS CONCRETE CURBING FOR <u>Ten</u> <u>Fifty</u> DOLLARS CENTS | 10 | 50 | 10,500 | 00 |
| 6 | 9.50R | S.Y. | 1,000 | TURF ESTABLISHMENT FOR <u>Fifteen</u> <u>Zero</u> DOLLARS CENTS | 15 | 00 | 15,000 | 00 |
| 7 | 12.06R -1- | EA. | 6 | REMOVAL OF EXISTING SIGNING FOR <u>Seventy Five</u> <u>Zero</u> DOLLARS CENTS | 75 | 00 | 450 | 00 |
| 8 | 12.08R -1 | EA. | 4 | SIGNS AND POSTS - HANDICAPPED PARKING FOR <u>Three Hundred and Ninety</u> <u>Zero</u> DOLLARS CENTS | 390 | 00 | 1,560 | 00 |
| 9 | 12.08R -1 | EA. | 1 | SIGNS AND POSTS – HANDICAPPED VAN ACCESSIBLE PARKING FOR <u>Four Hundred</u> <u>Zero</u> DOLLARS CENTS | 400 | 00 | 400 | 00 |

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| | | | | | | | | |
|----|--------------|------|-------|--|---|----|-------|----|
| 10 | 12.10R -1 | S.F. | 500 | EPOXY RESIN PAINTED PAVEMENT MARKINGS LEGENDS/SYMBOLS FOR <u>Four</u> <u>Fifty</u> DOLLARS CENTS | 4 | 50 | 2,250 | 00 |
| 11 | 12.10R -2 | L.F. | 1,000 | EPOXY RESIN PAINTED PAVEMENT MARKINGS WHITE – 6" WIDE FOR <u>Two</u> <u>Twenty-Five</u> DOLLARS CENTS | 2 | 25 | 2,250 | 00 |

TOTAL PRICE - Alternate 4 – Woodrow Wilson School - (Sum of Total Amounts for Bid Items 1-11 set out above):

One Hundred And Sixty Two Thousand And Ninety-Five _____ Dollars
and Fifty _____ Cents
(Amount In Words)

\$162,095.50
(Amount In Figures)

[continued on following page]

Alternate 5 – Milling and Paving – KINGSBURY SCHOOL

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|-------|--|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1 | 2.09R | S.Y. | 2,167 | FORM SUBGRADE FOR <u>Six</u> <u>Twenty Five</u> DOLLARS CENTS | 6 | 25 | 13,543 | 75 |
| 2 | 4.06R | TON | 455 | HOT MIX ASPHALT - S0.375 - 3" FOR <u>One Hundred and Forty-Nine</u> <u>Fifty</u> DOLLARS CENTS | 149 | 50 | 68,022 | 50 |
| 3 | 4.09R | S.Y. | 2,167 | MILLING FOR <u>Eleven</u> <u>Seventy Five</u> DOLLARS CENTS | 11 | 75 | 25,462 | 25 |
| 4 | 7.51R -1 | L.F. | 220 | UNDERDRAIN 6" FOR <u>Fourty Six</u> <u>Zero</u> DOLLARS CENTS | 46 | 00 | 10,120 | 00 |
| 5 | 8.15R | L.F. | 300 | BITUMINOUS CONCRETE CURBING FOR <u>Ten</u> <u>Fifty</u> DOLLARS CENTS | 10 | 50 | 3,150 | 00 |
| 6 | 9.50R | S.Y. | 50 | TURF ESTABLISHMENT FOR <u>Thirty</u> <u>Zero</u> DOLLARS CENTS | 30 | 00 | 1,500 | 00 |
| 7 | 12.06R -1 | EA. | 2 | REMOVAL OF EXISTING SIGNING FOR <u>Seventy Five</u> <u>Zero</u> DOLLARS CENTS | 75 | 00 | 150 | 00 |
| 8 | 12.08R -1 | EA. | 1 | SIGNS AND POSTS - HANDICAPPED PARKING FOR <u>Three Hundred and Ninety</u> <u>Zero</u> DOLLARS CENTS | 390 | 00 | 390 | 00 |
| 9 | 12.08R -1 | EA. | 1 | SIGNS AND POSTS – HANDICAPPED VAN ACCESSIBLE PARKING FOR <u>Four Hundered</u> <u>Zero</u> DOLLARS CENTS | 400 | 00 | 400 | 00 |

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RFP #7555

| | | | | | | | | |
|----|--------------|------|-----|--|---|----|-------|----|
| 10 | 12.10R -1 | S.F. | 50 | EPOXY RESIN PAINTED PAVEMENT MARKINGS LEGENDS/SYMBOLS FOR <u>Four</u> <u>Fifty</u> DOLLARS CENTS | 4 | 50 | 225 | 00 |
| 11 | 12.10R -2 | L.F. | 900 | EPOXY RESIN PAINTED PAVEMENT MARKINGS WHITE – 6" WIDE FOR <u>Two</u> <u>Twenty-Five</u> DOLLARS CENTS | 2 | 25 | 2,025 | 00 |

TOTAL PRICE - Alternate 5 – Kingsbury School- (Sum of Total Amounts for Bid Items 1-11 set out above):

One Hundred And Twenty Four Thousand Nine Hundred And Eighty-Eight Dollars
and Fifty Cents
(Amount In Words)

\$124,988.50
(Amount In Figures)

[continued on following page]

Alternate 6– Milling and Paving – CROSBY HIGH SCHOOL SIDEWALK

| BID ITEM # | SPEC ITEM # | UNI T | QTY | ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS | UNIT PRICES (In Figures) | | TOTAL AMOUNT (In Figures) | |
|------------------|-------------------|----------|-----|---|-----------------------------|-------|------------------------------|-------|
| | | | | | DOLLARS | CENTS | DOLLARS | CENTS |
| 1 | 2.02R-3 | C.Y. | 870 | EARTH EXCAVATION FOR <u>Sixty Two</u> <u>Fifty</u> DOLLARS CENTS | 62 | 50 | 54,375 | 00 |
| 2 | 3.05R | TON | 870 | PROCESSED AGGREGATE FOR <u>Eighty Nine</u> <u>Sixty-Five</u> DOLLARS CENTS | 89 | 65 | 77,995 | 50 |
| 3 | 9.22R -1 | S.Y. | 870 | BITUMINOUS CONCRETE SIDEWALK FOR <u>Fourty Five</u> <u>Zero</u> DOLLARS CENTS | 45 | 00 | 39,150 | 00 |
| 4 | 9.50R | S.Y. | 500 | TURF ESTABLISHMENT FOR <u>Thirty</u> <u>Zero</u> DOLLARS CENTS | 30 | 00 | 15,000 | 00 |

TOTAL PRICE - Alternate 6 – CROSBY HIGH SCHOOL SIDEWALK- (Sum of Total Amounts for Bid Items 1-4 set out above):

One Hundred And Eighty-Six Thousand Five Hundred And Twenty

Dollars

And Fifty

Cents

(Amount In Words)

\$186,520.50

(Amount In Figures)

[continued on following page]

RFP #7555

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

06-1035087
Social Security Number or
Federal Identification Number
(Print or Type)

Tilcon Connecticut Inc.
Company/Corporate Name (Print or Type)

Signature of Authorized Official
Michael Noti
Name of Authorized Official (Print or Type)

VP of Construction
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

642 Black Rock Ave.
Business Address: (Print or Type)
New Britain, CT, 06050
City, State, Zip Code: (Print or Type)
860-224-6010
Business Telephone Number: (Print or Type)

Business Fax Number: (Print or Type)
860-478-4442
Business Mobile Number: (Print or Type)
mnoti@tilcon-inc.com
Business Email Address: (Print or Type)

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.

END OF ATTACHMENT E

Memorandum

To: Board of Education
From: Doreen Biolo, Chief Financial Officer
Date: June 29, 2023
Re: Partnership Agreement between Waterbury Public Schools and Waterbury YMCA for Summer Internship Programs

Waterbury Public Schools seeks to partner with the YMCA to provide selected youth with valuable work experience. The program offers a variety of work experiences through various programs. This partnership will facilitate students interviewing skills, resume building, finance, human resources, and leadership development and bridge the gap between education and employment.

We look forward to collaborating with YMCA providing youth with a 20-hour-a-week work experience that will contribute to their personal growth and future success.

Objectives:

The partnership agreement between Waterbury Public Schools and the YMCA aims to achieve several objectives. It seeks to provide youth with a 20-hour-a-week work experience in various departments, allowing them to apply their knowledge and skills in a real-world professional environment. It enhances the youth's career awareness and decision-making by immersing them in a professional setting, providing valuable insights into the industry.

Expected Benefits:

The collaboration between Waterbury Public Schools and YMCA significantly benefits the youth involved. It allows them to develop practical skills and gain hands-on experience in various fields, increasing their employability and preparing them for future career opportunities. Additionally, the partnership fosters community engagement by promoting collaboration between Waterbury Public Schools and YMCA, contributing to the development of local talent.

PROFESSIONAL SERVICES AGREEMENT
For
YMCA Summer Youth Employment Program
between
The City of Waterbury, Connecticut
and
The Greater Waterbury YMCA

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 The Greater Waterbury YMCA ("YMCA"), an organization located at 136 West Main Street, Waterbury, Connecticut (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 summer employment opportunities to City youth ages 14-24; and

WHEREAS, the partnership agreement between Waterbury Public Schools and the YMCA aims to achieve several objectives. It seeks to provide youth with a 20-hour-a-week work experience in various departments, allowing them to apply their knowledge and skills in a real-world professional environment. It enhances the youth's career awareness and decision-making by immersing them in a professional setting, providing valuable insights into the industry.

WHEREAS, the collaboration between Waterbury Public Schools and YMCA significantly benefits the youth involved. It allows them to develop practical skills and gain hands-on experience in various fields, increasing their employability and preparing them for future career opportunities. Additionally, the partnership fosters community engagement by promoting collaboration between Waterbury Public Schools and YMCA, contributing to the development of local talent.

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 summer employment opportunities to City youth ages 14-24 at various YMCA locations, including: the YMCA facility located at 136 West Main Street (approximately 20 youth employees), Waterbury; YCMA Camp Mataucha located at 270 Smith Pond Road (approximately 15 youth employees), Waterbury; and Waterbury Youth Services located at 83 Prospect Street, Waterbury (approximately 25 youth employees). Youth will be employed 20 hours weekly for 6 weeks, with the exception of camp staff, who will be employed 30 hours weekly for 7 weeks. Summer youth employment includes bus transportation to YMCA Camp Mataucha, staff shirts, team building, and training lunch. Administrative wage costs include Program Administrator, Waterbury Youth Services Supervisors (2), YMCA Supervisor, Department Supervisors (6), and Human Resources/Payroll. The program is further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** Sole Source documents (attached hereto)
- 1.1.2** YMCA quotation for program year 2023-2024 (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** YMCA quotation for program year 2023-2024 (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 August 31, 2023, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract to include an additional 2024 summer youth employment program, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

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 Two Hundred Seventeen Thousand Three Hundred Twenty-Eight dollars and Eight cents (\$217,328.08).

The compensation shall be paid in conformity with the YMCA quotation for program year 2023-2024, 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 Auto Liability Insurance: \$1,000,000.00 combined single limit each accident, any auto, all owned and hired autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

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

9.4.4 Excess Liability Insurance: \$1,000,000.00 each occurrence, **\$1,000,000.00** aggregate

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim. **\$1,000,000.00** aggregate limit

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

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each occurrence, **\$1,000,000.00** aggregate

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.5. 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 all lines of coverage 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: The Greater Waterbury YMCA
136 West Main Street
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

THE GREATER WATERBURY YMCA

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. YMCA quotation for program year 2023-2024 (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.

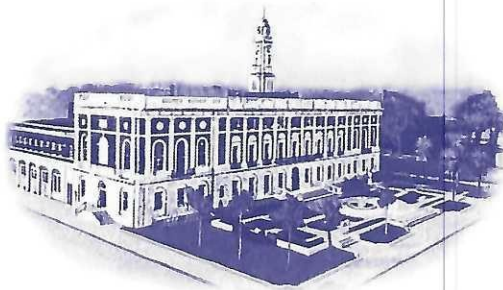
Federal regulations applicable to this contract include, without limitation, the following:

- 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.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Doreen Biolo, Chief Financial Officer

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Greater Waterbury YMCA to Provide Internships to Students of Waterbury Public Schools

Date: June 20, 2023

After review of the attached letter dated June 16, 2023 indicating that the Greater Waterbury YMCA is the only source providing the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).



WATERBURY PUBLIC SCHOOLS

Doreen Biolo

Chief Financial Officer

Office (203) 574-8280

dbiolo@waterbury.k12.ct.us

June 16, 2023

Good Morning Kevin,

This letter is to request that Greater Waterbury YMCA be considered sole source under section 38.026 for the proposed services we are requesting including entering into a contract to provide to the Waterbury public students of Waterbury Public Schools. Greater Waterbury YMCA offers to hire Waterbury youth students to gain work experience and responsibility through a summer program.

Greater Waterbury YMCA is one of a kind and provides a quality program that will include interviewing skills and techniques; resume building, managing financial affairs, and human resource and leadership skills development during the course of the summer.

With your permission we would like to continue to finalize the contract with Greater Waterbury YMCA.


Thanks for your time,

Doreen Biolo

NORTHWEST REGIONAL WORKFORCE INVESTMENT BOARD
Connecticut Youth Employment Program PY 23-24
Period July 5, 2023 – August 18, 2023
Cover Page

| | |
|-------------------------|---|
| Organization Name: | Greater Waterbury YMCA |
| Mailing Address: | 136 West Main Street Waterbury, CT 06702 |
| Contact Person: | Allison Reklaitis |
| Contact Person's Title: | Director of Development |
| Telephone: | 203-754-9622 x 103 |
| FEIN Number: | 06-0646988 |
| DUNS Number: | 101329704 |
| Fax Number: | 203-754-9095 |
| E-Mail Address: | areklaitis@waterburymca.org |

SIGNATURES:

Authorized Signatory:  _____

Printed Name of Signatory: Allison Reklaitis

Title of Signatory: Director of Development

Date Signed: 4/19/23

Preparations for Request for Proposals- Summer

Program shall begin no earlier than July 5, 2023 and end no later than August 18, 2023

Program start date: 7/5/2023 _____ Program end date: 8/18/2023 _____

Proposed slots: 60

Contact person(s):

Name: Allison Reklaitis

Title: Director of Development _____

Phone: 203-754-9622 x 103

Email: areklaitis@waterburyymca.org _____

Fax: 203-754-9095

Hours of work for youth shall be 20 hours per week @ \$15.00 per hour. This is the new minimum wage in CT as of June 1, 2023.

Please note that 65% of program funding must be dedicated to the wages of the youth, 25% of program funding is dedicated to administrative cost and 10% of program funding is for support services for the youth.

All contractors shall submit a copy of liability insurance to the Board prior to the program start date.

All sections noted in this RFP are required and must be addressed:

Program Abstract:

- 1. Please describe your basic program design for implementing a work experience program. As defined, work experiences are a planned, structured learning experience that takes place in a workplace for a limited period of time. Allowable worksites may be in the private sector, nonprofit sector, or public sector.**

The YMCA is able to offer a variety of work experiences through the Y's various program and department areas integrating an in-depth staff training model. Modules will include interviewing skills and techniques; resume building, managing financial affairs, and human resource and leadership skills development. Modules will be taught by YMCA professional directors including the CEO, operations director, talent management director, human resources director, finance director, childcare, camp and program directors, and volunteers. Staff training will include the Redwood's Risk Management training focused on topics to include Social Media Technology in the workplace, Child Sexual Abuse Prevention, Mandated Reporter Training and Slips, Trips and Falls Mitigation, among others.

Youth candidates will be assigned to various department areas based upon age, any work place experience, or preferred department choices and the benefits to be derived for future career development. Work place department areas include the YMCA's Child Development Center for pre-school age children; Camp Mataucha; facility management including custodial care and lawn and grounds maintenance; various youth sports and recreation programs; member customer service; and administrative duties including office and clerical work.

Youth will be employed 20 hours weekly for six weeks, with the exception of camp staff who will work 30 hours weekly for four weeks. Work shifts will be established directly by the department directors and youth candidates. All payroll details and records are maintained by the YMCA Human Resources Department.

There are three proposed worksites for the Waterbury YMCA. The primary site is the YMCA facility located at 136 West Main Street, on The Green, centrally located and accessible by public bus transportation in downtown Waterbury. A second location site is YMCA Camp Mataucha located at 270 Smith Pond Road in Watertown – Workforce youths are able to take the camp bus from the YMCA out to camp. We will be working in connection with Waterbury Youth Services to develop additional worksite opportunities youth as well. These worksites are still being coordinated/

The number of workforce youth projected to be assigned at each worksite is as follows:

| <u>YMCA main facility - 20</u> | <u>Camp Mataucha – 15</u> | <u>Waterbury Youth Services - 25</u> |
|--------------------------------|---------------------------|--------------------------------------|
| Child Development | 4 | |
| Member services | 4 | |
| Facilities | 4 | |
| Youth & Teen | 4 | |
| Health & Wellness | 4 | |

Child Development Center Workforce youth will receive experience working with children ages 3-5 in a variety of development areas including fine and gross motor skills, academics, social, recreational, emotional and physical development. They will learn how to handle children with behavioral issues as well as children with speech delays. The youth will experience the operations of running a classroom setting and working together as

a team with other teachers. They will be trained in the State of CT's nutrition guidelines and awareness of childhood allergies. The youth will learn the importance of policies and procedures as they relate to the health and welfare of children in the program and the licensing and accreditation of the YMCA's Child Development Center program. Child watch support staff will be responsible to interact with children, while providing a fun and engaging atmosphere. They will interact with the parents to ensure a safe, caring environment at all times.

Camp Mataucha Workforce youth will have the opportunity to make a difference in the lives of campers by developing a unique relationship with campers ensuring their safety, welfare and happiness is addressed each day. Youth will experience a program setting in a non-traditional environment and the flexibility necessary when weather conditions dictate changes to the curriculum.

Facilities Workforce youth will be responsible for maintaining the overall cleanliness of the facility and surrounding grounds and assist with set-up for special events and activities.

Youth sports and recreation workers will aid in the instruction of skills for basketball, soccer, and other sports. They will serve as coaches, teachers, and role models in various YMCA programs.

Member services workers will be placed in a variety of positions that range from administrative assistants, greeters, health and wellness center monitors and child watch support staff. Administrative duties will include assisting with clerical assignments focused on attention to detail and developing good organizational skills. Member greeters would assist in monitoring facility entry, directing traffic, providing tours, answering telephones and assisting with in-take. Candidates will gain experience in customer service, and communication skills. Health and wellness workers will gain the insight of working in a health related field, monitoring program areas, enforcing rules and policies. Candidates will learn to work independently, projecting a professional image among their peers.

Waterbury Youth Services will also coordinate and oversee youth at several worksites throughout the City, under the supervision of the YMCA. We will be specifically targeting these worksites for youth that are 14 and 15 years old.

2. Identify the target group(s) who will be provided services:

The target group to be provided services will consist of Waterbury youth between the ages of 14 and 24 who respond to the Summer Youth Employment Program and qualify, are deemed eligible and suitable, and adhere to the proposed positions.

3. Describe the selection and process utilized to assign participants to projects / worksites:

The Waterbury YMCA has a variety of positions available for applicants to choose from or be placed in. The various department areas will provide a diverse learning experience integrating the program areas within the YMCA. The application process will help identify workforce youth's interest areas, previous experience, and experience to be gained.

Workforce applicants will be interviewed and reviewed by the various YMCA department directors through a selection process and appropriate department placement. All applicants will participate in staff training before beginning their workforce employment duties. Additional requirements will apply for any workforce staff working within the child development center or day camp program. Child development center staff will be required to be fingerprinted, have a current physical examination health record on file dated within three years, and a current, recent TB inoculation. Day camp staff will be required to have a current physical examination

health record on file dated within three years. Both child development and day camp staff will receive training in State Dept. of Public Health policy and procedures.

Worksites will consist of multiple locations: the YMCA's main facility at 136 West Main Street, on The Green in downtown Waterbury, accessible by public transportation, and at YMCA Camp Mataucha on Smith Pond Road in Watertown accessible by YMCA camper bus transportation. We are also coordinating additional worksites that have yet to be determined.

4. Identify your agency's procedures for program monitoring:

A Workforce Program Administrator, located on the YMCA's main campus will supervise and monitor the program throughout its duration. The Waterbury YMCA will have one program supervisor, and Waterbury Youth Services will have two program supervisors for day to day operations. Each youth will be directly monitored by the department supervisor in the area to which he or she is assigned. A mid-summer evaluation will be conducted on each applicant to identify areas of strengths and weaknesses and then be compared to a final evaluation.

Each applicant will be responsible to sign off on a job description and YMCA code of conduct at time of full staff orientation. Staff will be monitored and supervised to ensure they are following proper procedures, attendance is timely and consistent, staff shirts are being worn, and job descriptions are being followed.

5. Time and Attendance procedure:

Days and Hours of Work:

Child Development Center youth staff will work Monday-Friday 8:00 a.m. – 12:00 p.m. or 1:00 p.m. – 5:00 p.m. consisting of 20 hrs wkly over six weeks. Day Camp workforce candidates work schedule will be Monday-Friday 30 hrs wkly for six weeks. Other department areas work schedules will vary based upon workforce candidates' availability and shifts.

Absences:

Department directors will need to be notified of expected absences in advance of shift and make up hours will be determined on a case-by-case basis in the various department areas and may not be granted due to frequency of absences. For example, a child development candidate could make up hours by working a full eight-hour day, or work an afternoon shift of 12:00 – 4:00 p.m. in lieu of a morning shift. Day camp work schedules cannot be made up at camp as strict work shifts need to be followed.

Tardiness:

Workforce youth will be treated as any other YMCA employee and tardiness is not condoned. The YMCA supervising director will follow the same procedures as with any other employee and will receive verbal warnings, followed by written warnings, and if deemed necessary, termination could result. The intention of this workforce experience is to instill the appropriate work ethics of a good and valued employee and that punctuality is an expectation of employment.

Make up Time (if applicable):

Make up time will be at the discretion of the YMCA department director.

Payroll:

Youth will be paid on a bi-weekly basis via direct deposit. Paper checks will be issued if direct deposit takes effect after the first payroll.

6. Describe the process you will be using for payroll and Check payment procedure.

All workforce youth will receive a four digit pin to be used to clock-in and out on the electronic time clock that processes through to the Automatic Data Processing (ADP) payroll system. The YMCA Human Resource director in conjunction with each YMCA program director will monitor the workforce youth to ensure required hours are met or made up. Camp clock-in/out procedures have been modified from years past. Camp staff will be required to clock in before boarding the camp bus in the morning and clock out after the camp bus returns them to the West Main Street facility.

The electronic time clock records all time worked and is processed through the ADP payroll system. The YMCA Human Resource Director processes each payroll using the ADP system which produces the automated direct deposit or ALINE Card for employee payroll. No checks are written unless otherwise approved. Payroll is issued bi-weekly for the prior two weeks ending.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

School Readiness

(Service or Commodity Covered by Contract)

07/01/2022-6/30/2023

(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 2021)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

2022-23 21st Century Programming – 5 sites

(Service or Commodity Covered by Purchase Order)

11/09/2022

(Date of Purchase Order)

Discounted Teen Memberships

(Service or Commodity Covered by Purchase Order)

09/28/2022

(Date of Purchase Order)

McKinney Vento Teen Memberships

(Service or Commodity Covered by Purchase Order)

01/03/2023

(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**

X

(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

☐

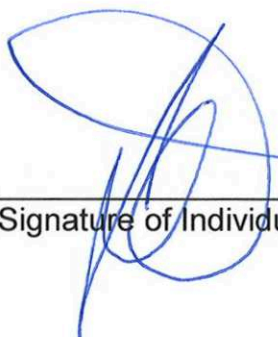
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Waterbury Young Men's Christian Assoc
(Name of Organization)



Signature of Individual (or Authorized Signatory)

4/5/23

Date

James M. O'Rourke, CEO

Print or Type Name and Title

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:

Waterbury Young Men's Christian Association
136 West Main Street
Waterbury, CT 06702

Print Name and Title of Authorized Representative:

James O'Rourke, CEO

Signature of Authorized Representative:

Date: 4/5/2023

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

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

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

State of Connecticut

SS.: _____

County of New Haven

James M. O'Rourke, Chief Executive Officer, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Chief Executive Officer** of Waterbury Young Men's Christian Assn. (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):

N/A 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

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 Adam Simonsen | President | YMCA Board of Directors | N/A | 12/29/76 |
| 2 Jackie Caulfield | Vice President | YMCA Board of Directors | N/A | 8/3/64 |
| 3 Dave Martin | Vice President | YMCA Board of Directors | N/A | 3/17/65 |
| 4 Michael O'Connor | Secretary | YMCA Board of Directors | N/A | 3/7/66 |
| 5 Vernon Proctor | Past President | YMCA Board of Directors | N/A | 2/6/61 |

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 % |
|-------------|--------------|------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(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 Waterbury Young Men's Christian Assn aka Greater Waterbury YMCA | State of Connecticut | 136 W. Main St/ 63 Prospect St, Waterbury CT 06702 |
| 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.

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

For Corporation

Witness

Name of Corporate Signatory

136 West Main Street, Waterbury,
CT 06702

Address of Business

Affix
Corporate
Seal

By: _____

James O'Rourke

Its: _____

Chief Executive Officer

State of Connecticut)

) SS

County of New Haven)

James M. O'Rourke being duly sworn,

deposes and says that he/she is Chief Executive Officer of Waterbury Young Men's
Christian Assc. and that he/she answers to the foregoing questions
and all statements therein are true and correct.

Subscribed and sworn to before me this 19th day of April 2023.

[Signature]

(Notary Public)

My Commission Expires: 6-30-2024

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 5/31/2023

To: Jerry Gay- Contract Manager
Department of Education

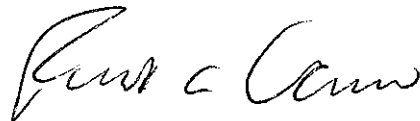
Subject: Tax Clearance

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

Waterbury Young Men's Christian Association (YMCA)
Adam Simonsen
Jackie Caulfield
David J. Martin
136 West Main St.
Waterbury, CT 06702

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

Very truly yours,



FAC/wmf

Frank A. Caruso, CCMC
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: YMCA to provide summer employment to WPS youths

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

Excess/ Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

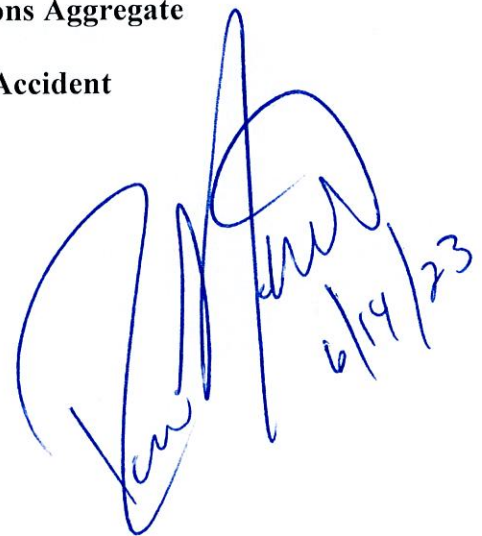
Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$1,000,000each Occurrence
 \$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

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.



Handwritten signature and date: 6/14/23

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: YMCA to provide summer employment to WPS youths

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".

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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

Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

Other Insurance Required: **Abuse / Molestation Liab Ins. \$1,000,000each Occurrence**
 \$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

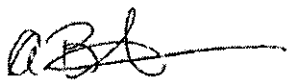
Wording for Additional Insured Endorsement and Waiver of Subrogation:

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.

NORTHWEST REGIONAL WORKFORCE INVESTMENT BOARD
Connecticut Youth Employment Program PY 23-24
Period July 5, 2023 – August 18, 2023
Cover Page

| | |
|-------------------------|---|
| Organization Name: | Greater Waterbury YMCA |
| Mailing Address: | 136 West Main Street Waterbury, CT 06702 |
| Contact Person: | Allison Reklaitis |
| Contact Person's Title: | Director of Development |
| Telephone: | 203-754-9622 x 103 |
| FEIN Number: | 06-0646988 |
| DUNS Number: | 101329704 |
| Fax Number: | 203-754-9095 |
| E-Mail Address: | areklaitis@waterburyymca.org |

SIGNATURES:

Authorized Signatory:  _____

Printed Name of Signatory: Allison Reklaitis

Title of Signatory: Director of Development

Date Signed: 4/19/23

Preparations for Request for Proposals- Summer

Program shall begin no earlier than July 5, 2023 and end no later than August 18, 2023

Program start date: 7/5/2023 _____ Program end date: 8/18/2023 _____

Proposed slots: 60

Contact person(s):

Name: Allison Reklaitis

Title: Director of Development _____

Phone: 203-754-9622 x 103

Email: areklaitis@waterburyymca.org _____

Fax: 203-754-9095

Hours of work for youth shall be 20 hours per week @ \$15.00 per hour. This is the new minimum wage in CT as of June 1, 2023.

Please note that 65% of program funding must be dedicated to the wages of the youth, 25% of program funding is dedicated to administrative cost and 10% of program funding is for support services for the youth.

All contractors shall submit a copy of liability insurance to the Board prior to the program start date.

All sections noted in this RFP are required and must be addressed:

Program Abstract:

- 1. Please describe your basic program design for implementing a work experience program. As defined, work experiences are a planned, structured learning experience that takes place in a workplace for a limited period of time. Allowable worksites may be in the private sector, nonprofit sector, or public sector.**

The YMCA is able to offer a variety of work experiences through the Y's various program and department areas integrating an in-depth staff training model. Modules will include interviewing skills and techniques; resume building, managing financial affairs, and human resource and leadership skills development. Modules will be taught by YMCA professional directors including the CEO, operations director, talent management director, human resources director, finance director, childcare, camp and program directors, and volunteers. Staff training will include the Redwood's Risk Management training focused on topics to include Social Media Technology in the workplace, Child Sexual Abuse Prevention, Mandated Reporter Training and Slips, Trips and Falls Mitigation, among others.

Youth candidates will be assigned to various department areas based upon age, any work place experience, or preferred department choices and the benefits to be derived for future career development. Work place department areas include the YMCA's Child Development Center for pre-school age children; Camp Mataucha; facility management including custodial care and lawn and grounds maintenance; various youth sports and recreation programs; member customer service; and administrative duties including office and clerical work.

Youth will be employed 20 hours weekly for six weeks, with the exception of camp staff who will work 30 hours weekly for four weeks. Work shifts will be established directly by the department directors and youth candidates. All payroll details and records are maintained by the YMCA Human Resources Department.

There are three proposed worksites for the Waterbury YMCA. The primary site is the YMCA facility located at 136 West Main Street, on The Green, centrally located and accessible by public bus transportation in downtown Waterbury. A second location site is YMCA Camp Mataucha located at 270 Smith Pond Road in Watertown – Workforce youths are able to take the camp bus from the YMCA out to camp. We will be working in connection with Waterbury Youth Services to develop additional worksite opportunities youth as well. These worksites are still being coordinated/

The number of workforce youth projected to be assigned at each worksite is as follows:

| <u>YMCA main facility - 20</u> | <u>Camp Mataucha – 15</u> | <u>Waterbury Youth Services - 25</u> |
|--------------------------------|---------------------------|--------------------------------------|
| Child Development | 4 | |
| Member services | 4 | |
| Facilities | 4 | |
| Youth & Teen | 4 | |
| Health & Wellness | 4 | |

Child Development Center Workforce youth will receive experience working with children ages 3-5 in a variety of development areas including fine and gross motor skills, academics, social, recreational, emotional and physical development. They will learn how to handle children with behavioral issues as well as children with speech delays. The youth will experience the operations of running a classroom setting and working together as

a team with other teachers. They will be trained in the State of CT's nutrition guidelines and awareness of childhood allergies. The youth will learn the importance of policies and procedures as they relate to the health and welfare of children in the program and the licensing and accreditation of the YMCA's Child Development Center program. Child watch support staff will be responsible to interact with children, while providing a fun and engaging atmosphere. They will interact with the parents to ensure a safe, caring environment at all times.

Camp Mataucha Workforce youth will have the opportunity to make a difference in the lives of campers by developing a unique relationship with campers ensuring their safety, welfare and happiness is addressed each day. Youth will experience a program setting in a non-traditional environment and the flexibility necessary when weather conditions dictate changes to the curriculum.

Facilities Workforce youth will be responsible for maintaining the overall cleanliness of the facility and surrounding grounds and assist with set-up for special events and activities.

Youth sports and recreation workers will aid in the instruction of skills for basketball, soccer, and other sports. They will serve as coaches, teachers, and role models in various YMCA programs.

Member services workers will be placed in a variety of positions that range from administrative assistants, greeters, health and wellness center monitors and child watch support staff. Administrative duties will include assisting with clerical assignments focused on attention to detail and developing good organizational skills. Member greeters would assist in monitoring facility entry, directing traffic, providing tours, answering telephones and assisting with in-take. Candidates will gain experience in customer service, and communication skills. Health and wellness workers will gain the insight of working in a health related field, monitoring program areas, enforcing rules and policies. Candidates will learn to work independently, projecting a professional image among their peers.

Waterbury Youth Services will also coordinate and oversee youth at several worksites throughout the City, under the supervision of the YMCA. We will be specifically targeting these worksites for youth that are 14 and 15 years old.

2. Identify the target group(s) who will be provided services:

The target group to be provided services will consist of Waterbury youth between the ages of 14 and 24 who respond to the Summer Youth Employment Program and qualify, are deemed eligible and suitable, and adhere to the proposed positions.

3. Describe the selection and process utilized to assign participants to projects / worksites:

The Waterbury YMCA has a variety of positions available for applicants to choose from or be placed in. The various department areas will provide a diverse learning experience integrating the program areas within the YMCA. The application process will help identify workforce youth's interest areas, previous experience, and experience to be gained.

Workforce applicants will be interviewed and reviewed by the various YMCA department directors through a selection process and appropriate department placement. All applicants will participate in staff training before beginning their workforce employment duties. Additional requirements will apply for any workforce staff working within the child development center or day camp program. Child development center staff will be required to be fingerprinted, have a current physical examination health record on file dated within three years, and a current, recent TB inoculation. Day camp staff will be required to have a current physical examination

health record on file dated within three years. Both child development and day camp staff will receive training in State Dept. of Public Health policy and procedures.

Worksites will consist of multiple locations: the YMCA's main facility at 136 West Main Street, on The Green in downtown Waterbury, accessible by public transportation, and at YMCA Camp Mataucha on Smith Pond Road in Watertown accessible by YMCA camper bus transportation. We are also coordinating additional worksites that have yet to be determined.

4. Identify your agency's procedures for program monitoring:

A Workforce Program Administrator, located on the YMCA's main campus will supervise and monitor the program throughout its duration. The Waterbury YMCA will have one program supervisor, and Waterbury Youth Services will have two program supervisors for day to day operations. Each youth will be directly monitored by the department supervisor in the area to which he or she is assigned. A mid-summer evaluation will be conducted on each applicant to identify areas of strengths and weaknesses and then be compared to a final evaluation.

Each applicant will be responsible to sign off on a job description and YMCA code of conduct at time of full staff orientation. Staff will be monitored and supervised to ensure they are following proper procedures, attendance is timely and consistent, staff shirts are being worn, and job descriptions are being followed.

5. Time and Attendance procedure:

Days and Hours of Work:

Child Development Center youth staff will work Monday-Friday 8:00 a.m. – 12:00 p.m. or 1:00 p.m. – 5:00 p.m. consisting of 20 hrs wkly over six weeks. Day Camp workforce candidates work schedule will be Monday-Friday 30 hrs wkly for six weeks. Other department areas work schedules will vary based upon workforce candidates' availability and shifts.

Absences:

Department directors will need to be notified of expected absences in advance of shift and make up hours will be determined on a case-by-case basis in the various department areas and may not be granted due to frequency of absences. For example, a child development candidate could make up hours by working a full eight-hour day, or work an afternoon shift of 12:00 – 4:00 p.m. in lieu of a morning shift. Day camp work schedules cannot be made up at camp as strict work shifts need to be followed.

Tardiness:

Workforce youth will be treated as any other YMCA employee and tardiness is not condoned. The YMCA supervising director will follow the same procedures as with any other employee and will receive verbal warnings, followed by written warnings, and if deemed necessary, termination could result. The intention of this workforce experience is to instill the appropriate work ethics of a good and valued employee and that punctuality is an expectation of employment.

Make up Time (if applicable):

Make up time will be at the discretion of the YMCA department director.

Payroll:

Youth will be paid on a bi-weekly basis via direct deposit. Paper checks will be issued if direct deposit takes effect after the first payroll.

6. Describe the process you will be using for payroll and Check payment procedure.

All workforce youth will receive a four digit pin to be used to clock-in and out on the electronic time clock that processes through to the Automatic Data Processing (ADP) payroll system. The YMCA Human Resource director in conjunction with each YMCA program director will monitor the workforce youth to ensure required hours are met or made up. Camp clock-in/out procedures have been modified from years past. Camp staff will be required to clock in before boarding the camp bus in the morning and clock out after the camp bus returns them to the West Main Street facility.

The electronic time clock records all time worked and is processed through the ADP payroll system. The YMCA Human Resource Director processes each payroll using the ADP system which produces the automated direct deposit or ALINE Card for employee payroll. No checks are written unless otherwise approved. Payroll is issued bi-weekly for the prior two weeks ending.

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 Doreen Biolo

Detailed description of Work/Services to be performed: YMCA of Greater Waterbury to Provide a 2023 Summer Employment, with option for longer if there are unused funds after August 2023.

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? NO

Summarize any other Special Conditions: None

Estimated Cost: \$317,326 ; ESSER Funding

Contract Term: 20 weeks to August 2023 with extending up to 1yr depending upon unused funds as of the end of August 2023.

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

CITY OF WATERBURY, RISK MANAGEMENT

Insurance Bid Specifications Recommendation

Submitting Department: **BOE Contracts**

Contact Name: **Jerry Gay & Doreen Biolo**

Project: **Waterbury YMCA Summer employment**

Date : **06/13/2023**

Description of Work/Services: **Provide summer 2023 employment**

Contract Term: **20 weeks thru end of August, possibly up to a year if leftover funding as of 9/1/23.**

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.

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, June 13, 2023 2:18 PM
To: Insurance Requests
Subject: RM Limits - YMCA Summer Work Program
Attachments: CYEP YMCA Narrative.pdf; Insurance Limits - 2023 YMCA Summer Employment.docx;
Risk Management Limits - 2023 YMCA Summer Employment.docx

Please see the attached for limits for a contract with the Waterbury YMCA for providing a summer youth work program.

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.



Wendy Johns

Provisional Director of Pupil Services

(203) 346-3505

wendy.johns@waterbury.k12.ct.us

Date: June 23, 2023

To: Board of Education
Board of Alderman

From: Wendy Johns, Provisional Director of Pupil Services

Subject: Approval for Amendment #1 to the Agreement between the City of Waterbury and The Committee for Children.

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and The Committee for Children subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

The Special Education Department went out to bid for a social emotional learning (SEL) with RFP 7274 in 2022. Committee for Children was awarded the project. Committee for Children was awarded a three-year contract for a SEL curriculum in the total amount of \$327,362.62 for three years upon execution of the contract.

We are seeking approval for amendment #1 to increase the current contract by \$112,954.50 to obtain additional curriculum materials (additional SEL kits and notebook materials) for a revised amount of the contract of \$440,316.72.

This Amendment #1 is being paid by ESSER funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

AMENDMENT #1
to
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 7274)
for
Social Emotional Learning Curriculum and Professional Development
between
The City of Waterbury, Connecticut
and
Committee for Children

THIS AMENDMENT #1 ("Amendment 1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and COMMITTEE FOR CHILDREN (hereinafter "Contractor"), located at 2815 2nd Avenue, Suite 400, Seattle, Washington, a State of Washington not-for-profit corporation (jointly referred to as the "Parties" to this Amendment 1).

WHEREAS, the City entered into an Agreement with Contractor effective on October 20, 2022 for Social Emotional Learning Curriculum and Professional Development (the "Agreement"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement in order to provide for the purchase of additional resources from Contractor as described in Contractor's quotes #5034809 and #5034802, attached hereto as Exhibits 1 and 2, respectively, and to provide additional compensation consistent therewith; and

NOW THEREFORE, THE PARTIES AGREE TO AMEND SAID AGREEMENT AS FOLLOWS:

1. **Section 6 of the Agreement shall be amended as follows:**

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 Four Hundred Forty Thousand Three Hundred Seventeen dollars and Twelve cents (\$440,317.12).

The compensation shall be paid in conformity with the Contractor's Cost Proposal as well as Contractor's quotes #5034809 and #5034802, which are set forth in Attachment A of this Contract. Said Proposal and quotes #5034809 and #5034802 are 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 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7274 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.

2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective October 20, 2022, shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

COMMITTEE FOR CHILDREN

By:  _____
86B6093691F346D...

Print Name: Andrea Lovanhill

Date: 6/28/2023

EXHIBIT 1
Quote #5034809



2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

| Quote | |
|-------------|-----------|
| Quote # | 5034809 |
| Date | 3/23/2023 |
| Customer ID | 10103489 |

| Bill To | Ship To |
|---|---|
| Melina Rodriguez Waterbury Board of Education, Special Education 236 Grand Street 2nd Floor Waterbury CT 06702 United States | Melina Rodriguez Waterbury Board of Education, Special Education 236 Grand Street 2nd Floor Waterbury CT 06702 United States |

| Requested By | Ship To | Setup Admin | Entered By |
|------------------|------------------|---|---------------|
| Melina Rodriguez | Melina Rodriguez | Name: Melina Rodriguez Email: mrodriguez@waterbury.k12.ct.us | Jackie Mahedy |

| Item | Description | Months | Start Date | End Date | QTY | Rate | Amount |
|--------|--|--------|------------|----------|-----|----------|-------------|
| 100903 | Second Step Early Learning Classroom Kit + Child Protection Unit | | | | 51 | \$649.00 | \$33,099.00 |

| | |
|---------------------|--------------|
| Subtotal | \$33,099.00 |
| Discount | (\$3,309.90) |
| Shipping & Handling | \$0.00 |
| Sales Tax* (%) | \$0.00 |

| | |
|--------------|--------------------|
| TOTAL | \$29,789.10 |
|--------------|--------------------|

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: Pre-K and CPU

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5034809 on your order to guarantee pricing.

1 of 1

EXHIBIT 2
Quote #5034802



2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

| Quote | |
|-------------|-----------|
| Quote # | 5034802 |
| Date | 3/22/2023 |
| Customer ID | 10103489 |

| Bill To | Ship To |
|---|--|
| Melina Rodriguez Waterbury Board of Education, Special Education 236 Grand Street 2nd Floor Waterbury CT 06702 United States | Melina Rodriguez Waterbury Board of Education, Special Education 236 Grand Street 2nd Floor Waterbury CT 06702 United States |

| Requested By | Ship To | Setup Admin | Entered By |
|------------------|------------------|--|---------------|
| Melina Rodriguez | Melina Rodriguez | Name: Melina Rodriguez Email: mrodriguez@waterbury.k12.ct.us | Jackie Mahedy |

| Item | Description | Months | Start Date | End Date | QTY | Rate | Amount |
|--------|---|--------|------------|----------|-----|------------|-------------|
| 200099 | Second Step Elementary, Grades K-5, Bullying Prevention Unit Notebooks | | | | 35 | \$1,129.00 | \$39,515.00 |
| 300099 | Second Step Elementary, Grades K-5, Child Protection Unit Notebooks | | | | 35 | \$1,129.00 | \$39,515.00 |
| 200000 | Second Step Elementary, Kindergarten, Bullying Prevention Unit Notebook | | | | 16 | \$209.00 | \$3,344.00 |
| 300000 | Second Step Elementary, Kindergarten, Child Protection Unit Notebook | | | | 16 | \$209.00 | \$3,344.00 |
| 200001 | Second Step Elementary, Grade 1, Bullying Prevention Unit Notebook | | | | 6 | \$209.00 | \$1,254.00 |
| 300001 | Second Step Elementary, Grade 1, Child Protection Unit Notebook | | | | 6 | \$209.00 | \$1,254.00 |
| 200002 | Second Step Elementary, Grade 2, Bullying Prevention Unit Notebook | | | | 3 | \$209.00 | \$627.00 |
| 300002 | Second Step Elementary, Grade 2, Child Protection Unit Notebook | | | | 3 | \$209.00 | \$627.00 |

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at:
<https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5034802 on your order to guarantee pricing.

1 of 2



2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5034802
Date 3/22/2023
Customer ID 10103489

| Item | Description | Months | Start Date | End Date | QTY | Rate | Amount |
|--------|--|--------|------------|----------|-----|----------|------------|
| 200003 | Second Step Elementary, Grade 3, Bullying Prevention Unit Notebook | | | | 6 | \$209.00 | \$1,254.00 |
| 300003 | Second Step Elementary, Grade 3, Child Protection Unit Notebook | | | | 6 | \$209.00 | \$1,254.00 |
| 200004 | Second Step Elementary, Grade 4, Bullying Prevention Unit Notebook | | | | 1 | \$209.00 | \$209.00 |
| 300004 | Second Step Elementary, Grade 4, Child Protection Unit Notebook | | | | 1 | \$209.00 | \$209.00 |

Subtotal \$92,406.00
Discount (\$9,240.60)
Shipping & Handling \$0.00
Sales Tax* (%) \$0.00

TOTAL \$83,165.40

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: BPU and CPU for Remainder of K-5 Classrooms

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5034802 on your order to guarantee pricing.

2 of 2



Date: 28 June 2023

To: CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City")

Reference: AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT for Early Learning kits related to RFP No. 7274 For Social Emotional Learning Curriculum and Professional Development (the "Amendment")

From: Mary Brodd, General Counsel, Committee for Children

Subject: **Confirmation of Contract Signing Authority**

I am the General Counsel of Committee for Children, a non-profit corporation organized and existing under the laws of the State of Washington.

I hereby confirm, effective on the date set forth above, that Andrea Lovanhill, Chief Executive Officer, is authorized to execute the Amendment on behalf of Committee for Children.

Sincerely,

DocuSigned by:

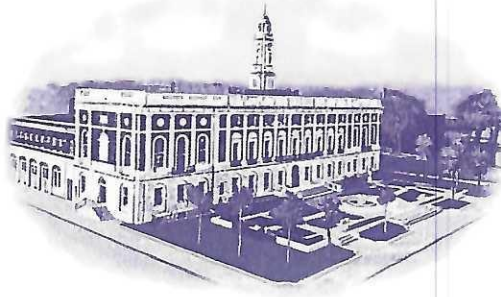
Mary Brodd

5113D01A5273448...

Mary Brodd
General Counsel

Date: 6/28/2023

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Melina Rodrigues, Assistant Director of Pupil Services
From: Kevin McCaffery - Director of Purchasing *(KCM)*
Subject: Contract Amendment for Committee for Children with Waterbury Public Schools
Date: May 3, 2023

I have reviewed the information provided in the attached memo dated May 2, 2023 from Melina Rodrigues, Assistant Director of Pupil Services, regarding a contract amendment for Committee for Children.

The following does apply per § 38.073 AMENDMENTS TO CONTRACTS

(B) *Standards regarding the waiver of competitive procurement for amendments.* The Board of Aldermen may approve amendments without the need to proceed with the provisions of §§ 38.021, 38.022 or 38.023, in the event the Director of Purchasing makes a written determination, supported by documentation, that:

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



Melina Rodriguez
Assistant Director of Pupil Services
(203) 346-3505
mrodriguez@waterbury.k12.ct.us

May 2, 2023

Mr. Kevin
McCaffery Director
of Purchasing City
of Waterbury
235 Grand St.
Waterbury, CT 06702

Re: Permission to Amend Committee for Children contract with Waterbury

Dear Mr. McCaffery:

The Special Education Department seeks permission to amend the current Waterbury contract with Committee for Children. The Special Education Department went out to bid for a social-emotional learning (hereinafter SEL) curriculum with RFP 7274 in 2022. Committee for Children was awarded the project. Committee for Children was awarded a three-year contract for an SEL curriculum in the total amount of \$327,362.62 for the three years upon execution of the contract. A copy of the contract is attached. We would like to amend the contract in the following manner:

1. to increase the amount of the current contract by \$112,954.10 to obtain additional SEL curriculum materials for a revised amount of the contract of \$440,316.72.

The amendment is consistent with the scope of services of the original contract procurement for SEL curriculum to Waterbury Public School District. The Department requests your written permission, as Director of Purchasing under Section 38.073 of the Waterbury Procurement Ordinance, to amend the Committee for Children contract to increase the amount of the contract to obtain additional SEL curriculum materials/licensure. If there is any other information that you need, please let me know.

Sincerely,

Melina Rodriguez

Enc. Committee for Children contract

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7274

For
Social Emotional Learning Curriculum and Professional Development
between
The City of Waterbury, Connecticut
and
Committee for Children

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 COMMITTEE FOR CHILDREN, located at 2815 2nd Avenue, Suite 400, Seattle, Washington, a State of Washington not-for-profit corporation (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 responding to RFP No. 7274 for a three year contract for Social Emotional Learning Curriculum and Professional Development for grades pre-kindergarten through grade 12 with related materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7274; 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

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 June 30, 2025, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

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 Three Hundred Twenty-Seven Thousand Three Hundred Sixty-Two dollars and Sixty-Two cents (\$327,362.62).

The compensation shall be paid in conformity with the Contractor's Cost Proposal, 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. The digital programs delineated in the Cost Proposal shall be invoiced and paid for in one (1) lump sum amount. The Bullying Protection Unit materials and the Child Protection Unit materials shall be ordered by the City as needed and will be invoiced as ordered.

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

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

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any

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

WITNESSES:

CITY OF WATERBURY

Sign: Alexander DeCicco
Print name: Alexander DeCicco

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

Sign: Barbara J. Whitaker
Print name: Barbara J. Whitaker

Date: 10/20/22

COMMITTEE FOR CHILDREN

DocuSigned by:
By: Loretta Corwin
89EFA61BDF1346C...
Loretta Corwin

Its: Interim VP of Finance and Operations

Date: 8/3/2022

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023-24)
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 Agreement RFP No. 7274 for Social Emotional Learning Curriculum and Professional Development

(Service or Commodity Covered by Contract)

Contract fully executed 10/20/22, terminates June 30, 2025.

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023-24)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

**PO 206782 for Professional Services Agreement RFP No. 7274 for Social
Emotional Learning Curriculum and Professional Development**

(Service or Commodity Covered by Purchase Order)

November 9, 2022, invoice paid

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023-24)
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.

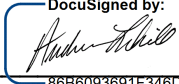
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

Committee for Children

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

6/28/2023

Date

Andrea Lovanhill, Chief Executive Officer

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.

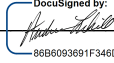
Full Legal Name and address of Recipient, Vendor, or Contractor:

Committee for Children
2815 Second Avenue, Suite 400
Seattle, WA 98121

Print Name and Title of Authorized Representative:

Andrea Lovanhill, Chief Executive Officer

Signature of Authorized Representative:

DocuSigned by:

86B6093691F346C
Date: 6/28/2023

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

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

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

State of Washington

SS.: _____

County of King

Andrea Lovanhill, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of Committee for Children (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

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 | | 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 Purchasing Order 206782 | Social Emotional Learning Curriculum and Professional Development Agreement | None | SEL Curriculum Second Step Digital Platform Staff/Student | 11/09 /2023 |
| 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 | | |

CITY OF WATERBURY

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

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

| Name | Title | DOB | Stock % |
|--------|-------|-----|---------|
| 1 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 | | 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:

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

Witness

Name of Partnership/Business

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_.

My Commission Expires: _____

(Notary Public)



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

For Corporation

Witness

Paul DeCarlo

Andrea Lovanhill

Name of Corporate Signatory

2815 Second Avenue, Suite 400,
Seattle, WA 98121

Address of Business

By: Andrea Lovanhill

Name of Authorized Corporate Officer

Its: Chief Executive Officer

Title

State of Washington)

) SS

County of King)

Andrea Lovanhill

being duly sworn,

deposes and says that he/she is Chief Executive Officer of Committee for Children and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 28th day of June 2023.

Harriet K Dempsey

HARRIET K DEMPSEY (Notary Public)

My Commission Expires: January 7, 2025





WATERBURY PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman – Supervisor (203) 574-8051 email: jgorman@waterbury.k12.ct.us

Date: June 15, 2023

TO: Board of Education Commissioners
Board of Aldermen
Mayor Neil M. O’Leary

RE: Executive Summary of CRT23-232 between the City of Waterbury and Northeast Scoreboards LLC for the purchase and installation of multi-sport scoreboards and shot clocks at Crosby, Kennedy and Wilby High Schools

I respectfully request your approval of the Professional Services Agreement CRT23-232 with Northeast Scoreboards LLC for the purchase and installation of multi-sport scoreboards and shot clocks at Crosby, Kennedy and Wilby High Schools in the amount of \$84,081.00.

The Connecticut Interscholastic Athletic Conference (CIAC) has mandated that all member high schools in the State of CT must comply with the new regulation in SY 2023-2024 to have gymnasiums equipped with shot clocks for all High School basketball games. New scoreboards are required in order to fully synchronize shot clock timers with game clocks.

Four (4) companies attended the pre-bid meeting as required for RFP 7666, two (2) companies bid the project and Northeast was the lowest responsible bidder, as well as the unanimous choice of the selection committee. The funding source is from the General Fund.

Note: The scoreboards at the Career Academy High School are much newer and require far less to meet compliance requirements. That project is being addressed separately from CRT23-232.

Thank you,

Joe

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7666
for
Indoor Multi-Sport Scoreboards with Shot Clocks
between
The City of Waterbury, Connecticut
and
Northeast Scoreboards, LLC

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 NORTHEAST SCOREBOARDS, LLC (the "Consultant"), located at 114 East Haddam Colchester Turnpike, Moodus, Connecticut 06469, a State of Connecticut duly registered 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. 7666** for Indoor Multi-Sport Scoreboards with Shot Clocks; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7666**; 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 and install NCAA, NAIA & NFHS compliant indoor multi-sport scoreboards with shot clocks, backup portable shot clock systems, and related materials at Crosby High School, Kennedy High School, and Wilby High 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 Addendum #2 to City of Waterbury RFP No. 7666, dated June 6, 2023, consisting of 4 pages, attached hereto;
- 1.1.2 Addendum #1 to City of Waterbury RFP No. 7666, dated June 5, 2023, consisting of 5 pages, attached hereto;
- 1.1.3 City of Waterbury RFP No. 7666, consisting of 12 pages (excluding Attachments A-C & E), attached hereto;
- 1.1.4 Consultant's Revised Cost Proposal, dated June 7, 2023, consisting of 3 pages, attached hereto;
- 1.1.5 Consultant's Response to City of Waterbury RFP No. 7666, consisting of 17 pages (excluding Attachment E, Bonds, and City Contract Compliance Documents), attached hereto;
- 1.1.6 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.7 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.8 Certificates of Insurance, incorporated herein by reference;
- 1.1.9 Licenses, incorporated herein by reference;
- 1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances, 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 and all amendment(s) and Change Order(s)
- 1.2.3 This Contract
- 1.2.4 Consultant's Revised Cost Proposal
- 1.2.5 Addendum #2 to City of Waterbury RFP No. 7666
- 1.2.6 Addendum #1 to City of Waterbury RFP No. 7666
- 1.2.7 City of Waterbury RFP No. 7666
- 1.2.8 Consultant's Response to City of Waterbury RFP No. 7666

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 Consultant 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 Consultant 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 Consultant 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 Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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 Consultant'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. The Consultant shall deliver periodic, as requested by the City's Using Agency setting forth as applicable (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 representative of the Consultant.

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 Contract shall commence upon execution by the Mayor, and Consultant shall complete all work and services required under this Contract by August 31, 2023 ("Contract Time").

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 **EIGHTY-FOUR THOUSAND EIGHTY-ONE DOLLARS (\$84,081.00)** for the entire Contract Time, and shall be in accordance with Consultant's Revised Cost Proposal dated June 7, 2023.

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. 7666** 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 Consultant'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 each Occurrence

\$ 2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/Completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$ 1,000,000.00 Combined Single Limit (CSL) each Accident any auto, all owned and hired autos.

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

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

Employers' Liability:

\$ 1,000,000.00 EL Each Accident

\$ 1,000,000.00 EL Disease Each Employee

\$ 1,000,000.00 EL Disease Policy Limit

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

9.4.4 Excess/Umbrella Liability:

\$ 1,000,000.00 each Occurrence

\$ 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."** 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. Intentionally Omitted.

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 Consultant 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 A, 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. 7666** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7666**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City, and subject matter jurisdiction over the dispute), and not elsewhere.

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: Northeast Scoreboards, LLC
114 East Haddam Colchester Turnpike
Moodus, CT 06469

City: The City of Waterbury
Department of Education
c/o Chief Operating Officer
236 Grand Ave
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. 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.

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:

NORTHEAST SCOREBOARDS, LLC

Sign: Pamela Barzee
Print name: Pamela Barzee

By: 
Brian Barzee

Sign: Sara Barzee
Print name: Sara Barzee

Date: June 21, 2023

ATTACHMENT A

1. Addendum #2 to City of Waterbury RFP No. 7666, dated June 6, 2023, consisting of 4 pages, attached hereto;
2. Addendum #1 to City of Waterbury RFP No. 7666, dated June 5, 2023, consisting of 5 pages, attached hereto;
3. City of Waterbury RFP No. 7666, consisting of 12 pages (excluding Attachments A-C & E), attached hereto;
4. Consultant's Revised Cost Proposal, dated June 7, 2023, consisting of 3 pages, attached hereto;
5. Consultant's Response to City of Waterbury RFP No. 7666, consisting of 17 pages (excluding Attachment E, Bonds, and City Contract Compliance Documents), attached hereto;
6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
7. City Contract Compliance Documents, incorporated herein by reference;
8. Certificates of Insurance, incorporated herein by reference;
9. Licenses, incorporated herein by reference;
10. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCaULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

June 6, 2023

RFP 7666 Indoor Multi-Sport Scoreboards with Shot Clocks

All proposals of the above captioned project are hereby notified that the Contract Documents for the above referenced project are amended as noted in this Addendum No. 1. This Addendum shall be part of the Contract Documents for the above referenced project as provided in the Request for Proposal.

Receipt of this Addendum shall be acknowledged in writing on the form included in Attachment C of the RFP. Failure to do so may subject Proposer to disqualification.

The Contract Documents are hereby amended as follows: Removal of Waterbury Career Academy from the Scope of Services. Revised ATTACHMENT E – COST PROPOSAL 2nd REVISION 06/06/2023 SHOULD BE SUBMITTED ALONG WITH PROPOSALS.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#7666
BY
THE CITY OF WATERBURY
Waterbury District High School
Indoor Scoreboards with Shot Clocks
ATTACHMENT E - COST PROPOSAL

2nd REVISION 06/06/2023

| ITEM # | QTY | DESCRIPTION | COST EACH | TOTAL COST |
|--------|-----|--|-----------|------------|
| 1 | 6 | Wall-mounted indoor multi-sport scoreboards with capability to display remaining time in tenths of seconds for the final one (1) minute of any cycle, minimum 9' x 7' or comparable square footage with capability for programmable team names (as opposed to fixed Home and Guest only) and built-in horn for audible signal of timing expiration AT CROSBY, KENNEDY AND WILBY HS | \$ | \$ |
| 2 | 6 | Goal mounted shot clocks programmable from 99 to 0 seconds with capability to display remaining time in tenths of seconds for the final 1 second of any cycle and fully synced with the scoreboard timer; shot clock digit display minimum of 13" AT CROSBY, KENNEDY AND WILBY HS | \$ | \$ |
| 3 | 6 | Backboard bracket sets for shot clocks as needed AT CROSBY, KENNEDY AND WILBY HS | \$ | \$ |
| 4 | 8 | "Buzzer beater" style backboard perimeter LED light display strips (lights up backboard automatically and simultaneously upon timer expiration) at two (2) backboards AT CROSBY, KENNEDY AND WILBY HS | \$ | \$ |
| 5 | 8 | Two (2) Wireless controls for all systems components at Kennedy, Crosby and Wilby. <ul style="list-style-type: none"> scoreboard control receivers shot clock re-set switch remote time switch | \$ | \$ |
| 6 | 2 | Additional wireless scoreboard controls for Wilby High School (for NEMS) | \$ | \$ |
| 7 | 2 | Additional wireless scoreboard controls for Crosby High School (Wallace MS) | \$ | \$ |
| 8 | 4 | Removal of old scoreboards & screens at Kennedy and Wilby only <ul style="list-style-type: none"> The city electricians and carpenters will remove and relocate the existing Crosby High School scoreboards and screens and will relocate them to West Side Middle School prior to the new installation. | \$ | \$ |

| | | | | |
|---|----|--|----|----|
| 9 | 6 | Install new scoreboards and new protective screens at Crosby, Kennedy and Wilby only | \$ | \$ |
| 10 | 4* | Portable (backup) shot clocks AT CROSBY, KENNEDY AND WILBY HS <ul style="list-style-type: none"> • District reserves the right to purchase separately or as a set of two (2) per school* • Minimum 13"h digit display(s) preferably in red or amber • Long lasting and energy efficient LED display preferred • Corded or Battery-powered units considered <ul style="list-style-type: none"> ◦ If battery powered, minimum 5 hours of operation per charge and recharger must be included • Must include convenient carry handle(s) • If dual clocks, units must automatically sync and show same time • Must include Built-In Horn • Must include two (2) shot clock wireless controllers and any/all software required for operation | \$ | \$ |
| Note: Electrical wiring in order to power all systems components will be provided by the city electricians | | | | |
| 11 | 1 | All shipping, handling, and installation charges <ul style="list-style-type: none"> • Include lift rental charges to be assumed by bidder • There is a drop site at 62 Harper Avenue | \$ | \$ |
| GRAND TOTAL | | | | \$ |

NOTES:

All systems configurations must meet NCAA, NAIA, & NFHS specifications.

City of Waterbury electricians will be responsible for providing access to electrical power as needed.

 Social Security Number
 or Federal Identification Number

 Signature of Individual or
 Corporate Name

 Company Name

 Corporate Officer
 (if applicable)

By: _____
 (Title)

(Business Address)

(City, State, Zip Code)

Date: _____

Email: _____

END OF ATTACHMENT E

MAUREEN McCaULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

June 5, 2023

RFP 7666 Indoor Multi-Sport Scoreboards with Shot Clocks

All proposals of the above captioned project are hereby notified that the Contract Documents for the above referenced project are amended as noted in this Addendum No. 1. This Addendum shall be part of the Contract Documents for the above referenced project as provided in the Request for Proposal.

Receipt of this Addendum shall be acknowledged in writing on the form included in Attachment C of the RFP. Failure to do so may subject Proposer to disqualification.

The Contract Documents are hereby amended as follows: ATTACHMENT E – COST PROPOSAL REVISED 06/05/2023 SHOULD BE SUBMITTED ALONG WITH PROPOSALS.

NOTICE:

ONE ADDITIONAL IMPORTANT CONSIDERATION:

The city electricians and carpenters will remove and relocate the existing Crosby High School scoreboards and screens and will relocate them to West Side Middle School prior to the new installation.

Please refer to the questions and answers below.

Question: Please clarify what is to display the 1/10th second on the shot clocks. They can be ordered with game time and shot time. The game time will display 1/10th second when the game time gets below 60 seconds. They can also be ordered where the shot time displays 1/10th second when the shot time goes below 1 second.

Answer: The shot clocks should display both game time and shot time. The game time should display the final 60 seconds with 1/10th seconds, but it is not necessary to have the shot time display 1/10th second below 1 second.

Question: Do the shot clocks need to display tenths of a second for the shot clock time when under 10 seconds and the game time when under one minute?

Answer: No – please see the answer to question above.

Question: Do we need to include adding protective nets to the existing scoreboards at Career Academy so that they match the other three schools?

Answer: No

Question: Will lifts be provided for each of the four schools or should we include lift rentals in our bid?

Answer: Include the lift rentals in the bid.

Question: When will the contract be awarded, and is there any flexibility in the completion date of August 1st?

Answer: The contract will need to be approved by BOE, BOA and signed by Mayor, and the target date for contract execution is July 17th. The project must be completed by August 31, 2023.

Question: The shot clock LED Digit size is specified as a minimum of 14₁. The majority of the scoreboard manufacturers have a standard 13₁ LED Digit for shot clocks. Please confirm if this would be acceptable since we are now also adding game time to the shot clock displays which was not in the original specifications.

Answer: 13” LED digit size is acceptable.

Question: The 9’x7’ scoreboard size is not a standard dimension in the industry and there is only one manufacturer that can provide this size. Of the four schools that were visited during the walkthrough, all of them had scoreboards that were smaller in size with the largest one being 9’ x 6’ 4₁. Can we provide a scoreboard that is comparable to same square footage to the 9’x7’ specified (i.e. 10’x6’)?

Answer: This was an unforeseen error in the specifications. Providing comparable square footage to the 9’ x 7’ originally specified will be considered acceptable.

Question: Will the equipment be delivered directly to each of the four schools or is there a drop site location where we can deliver everything? Also, will a school staff member be responsible for receiving the delivery?

Answer: There is a drop site at 62 Harper Avenue, Waterbury, CT.

Question: Will the electrical outlets be installed on each backboard by the City of Waterbury electricians prior to the equipment being installed so that we can test the system?

Answer: Yes.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#7666
BY
THE CITY OF WATERBURY
Waterbury District High School
Indoor Scoreboards with Shot Clocks
ATTACHMENT E - COST PROPOSAL

REVISED 06/05/2023

| ITEM # | QTY | DESCRIPTION | COST EACH | TOTAL COST |
|--------|-----|--|-----------|------------|
| | 6 | Wall-mounted indoor multi-sport scoreboards with capability to display remaining time in tenths of seconds for the final one (1) minute of any cycle, minimum 9' x 7' or comparable square footage with capability for programmable team names (as opposed to fixed Home and Guest only) and built-in horn for audible signal of timing expiration | \$ | \$ |
| | 8 | Goal mounted shot clocks programmable from 99 to 0 seconds with capability to display remaining time in tenths of seconds for the final 1 second of any cycle and fully synced with the scoreboard timer; shot clock digit display minimum of 13" | \$ | \$ |
| | 8 | Backboard bracket sets for shot clocks as needed | \$ | \$ |
| | 8 | "Buzzer beater" style backboard perimeter LED light display strips (lights up backboard automatically and simultaneously upon timer expiration) at two (2) backboards at all four sites | \$ | \$ |
| | 8 | Two (2) Wireless controls for all systems components at Kennedy, Crosby and Wilby. (Does not require 2 scoreboard controllers at Career, only shot clocks) <ul style="list-style-type: none"> scoreboard control receivers shot clock re-set switch remote time switch | \$ | \$ |
| | 2 | Additional wireless scoreboard controls for Wilby High School (for NEMS) | \$ | \$ |
| | 2 | Additional wireless scoreboard controls for Crosby High School (Wallace MS) | \$ | \$ |
| | 4 | Removal of old scoreboards & screens at Kennedy, Crosby and Wilby only <ul style="list-style-type: none"> The city electricians and carpenters will remove and relocate the existing Crosby High School scoreboards and screens and will relocate them to West Side Middle School prior to the new installation. | \$ | \$ |
| | | | | |
| | 6 | Install new scoreboards and new protective | \$ | \$ |

| | | | | |
|--------------------|--------------|---|----|----|
| | | screens at Crosby, Kennedy and Wilby only | | |
| | 4* | Portable (backup) shot clocks • District reserves the right to purchase separately or as a set of two (2) per school* • Minimum 13" h digit display(s) preferably in red or amber • Long lasting and energy efficient LED display preferred • Corded or Battery-powered units considered <ul style="list-style-type: none"> ○ If battery powered, minimum 5 hours of operation per charge and recharger must be included • Must include convenient carry handle(s) • If dual clocks, units must automatically sync and show same time • Must include Built-In Horn • Must include two (2) shot clock wireless controllers and any/all software required for operation | \$ | \$ |
| | Note: | Electrical wiring in order to power all systems components will be provided by the city electricians | | |
| | 1 | All shipping, handling, and installation charges <ul style="list-style-type: none"> • Include lift rental charges to be assumed by bidder • There is a drop site at 62 Harper Avenue where everything can be delivered and then transported to the schools by City laborers, or they can be delivered directly to the attention of the Athletic Director at each of the schools. The City holds no preference for either option; that will be left to the bidder's discretion. | \$ | \$ |
| GRAND TOTAL | | | | \$ |

NOTES:

All systems configurations must meet NCAA, NAIA, & NFHS specifications.

City of Waterbury electricians will be responsible for providing access to electrical power as needed.

 Social Security Number
 or Federal Identification Number

 Signature of Individual or
 Corporate Name

 Company Name

 Corporate Officer
 (if applicable)

By: _____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____

Email: _____

END OF ATTACHMENT E

REQUEST FOR PROPOSAL
#7666
BY
THE CITY OF WATERBURY
Waterbury District High School
Indoor Multi-Sport Scoreboards with Shot Clocks

The City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals to provide and install indoor multi-sport scoreboards with shot clocks and related materials.

A. Background and Intent

The CT Interscholastic Athletics Conference has mandated that all member high schools install basketball shot clocks for all competitions beginning with the SY 2023-2024 girls' and boys' basketball seasons. As such, the City seeks to purchase integrated multi-sport scoreboards with basketball shot clocks and "buzzer beater" style backboard perimeter LED light systems at three (3) of its four (4) member high school programs – Crosby HS, Kennedy HS and Wilby HS. In addition, the Waterbury Career Academy is already equipped with shot clocks; however, that site will require an integrated backboard LED light strip system installation. All four schools require backup portable shot clock systems to deploy in the event of a system malfunction. Complete installation and full operability of these systems at all four (4) sites are required on or before August 1, 2023 as a condition of this RFP.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar products and services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar products and services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

Provide three (3) integrated shot clock systems, 1 each at Crosby, Kennedy and Wilby HS that meet or exceed all specifications as listed:

- 2 wall mounted indoor multi-sport scoreboards per school minimum 9' x 7' with capability for programmable team names (as opposed to Home and Guest)
- Two (2) goal mounted shot clocks programmable from 99 to 0 seconds with capability to display remaining time in tenths of seconds for the final 10 seconds of any cycle
- Two (2) scoreboard mounted shot clocks programmable from 99 to 0 seconds and synced with the goal mounted shot clocks
 - All backboard mounting brackets needed included

- Scoreboards and shot clock capability to display remaining time in tenths of seconds for the final 10 seconds of any timing cycle
- Shot clock digit display minimum of 14"
- Install "buzzer beater" style backboard perimeter LED light display strips (lights up backboard automatically and simultaneously upon timer expiration) at two (2) backboards at all three sites
 - Install "buzzer beater" style backboard perimeter LED light display strips at two (2) backboards ONLY at Waterbury Career Academy (must be NEVCO compatible)
- Built in horn for audible signal of timing expiration
- Two (2) Wireless scoreboard controllers at each school
- Two (2) Wireless shot clock controllers at each school
- Remove old scoreboards & screens
 - Recycling or disposal of old scoreboards/screens at vendor's discretion
- Install new scoreboards
- Install new protective screens
- Portable (backup) shot clocks
 - District reserves the right to purchase separately or as a set of two (2) per school
 - Minimum 14"h digit display(s) preferably in red or amber
 - Long lasting and energy efficient LED display preferred
 - Corded or Battery-powered units considered
 - If battery powered, minimum 5 hours of operation per charge and recharger must be included
 - Must include convenient carry handle(s)
 - If dual clocks, units must automatically sync and show same time
 - Must include Built-In Horn
 - Must include all shot clock wireless controllers and any/all software required for operation
- Bids must include all shipping, handling and installation charges
- Complete installation with full operability at all four sites on or before August 1, 2023*
- All systems configurations must meet NCAA, NAIA, & NFHS specifications

*City of Waterbury electricians will be responsible for providing access to electrical power as needed.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be completed no later than August 1, 2023.

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. ***There will be mandatory Pre-Bid Site inspections and Information Session with respect to this RFP starting at 9:00AM on May 30, 2023 at Wilby High School, 568 Bucks Hill Road, Waterbury, CT. The meeting will continue to Waterbury Career Academy, 175 Birch Street, Waterbury. Next stop is Crosby High School, 300 Pierpont Road, Waterbury, CT. Final stop is Kennedy High School, 422 Highland Ave, Waterbury, CT. THOSE NOT ATTENDING AND SIGNING IN ON-TIME AT ALL LOCATIONS OF THE Information Session WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.***
3. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
4. 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 June 2, 2023**. 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 June 6, 2023, 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 the Supervisor of Health and Physical Education in collaboration with all four school principals.

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 **(60)** 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 Attachment 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 **(2)** 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 **10:30AM on June 12, 2023.** **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 Attachment E, 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.

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. Bid Bond

Each Proposal over \$50,000 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

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 B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

One (1) Attachment E Document

- COST PROPOSAL

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).

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

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$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.

REQUEST FOR PROPOSAL
#7666
BY
THE CITY OF WATERBURY
Waterbury District High School
Indoor Scoreboards with Shot Clocks
ATTACHMENT E - COST PROPOSAL

2nd REVISION 06/06/2023

| ITEM # | QTY | DESCRIPTION | COST EACH | TOTAL COST |
|--------|-----|--|--|-------------|
| 1 | 6 | Wall-mounted indoor multi-sport scoreboards with capability to display remaining time in tenths of seconds for the final one (1) minute of any cycle, minimum 9' x 7' or comparable square footage with capability for programmable team names (as opposed to fixed Home and Guest only) and built-in horn for audible signal of timing expiration AT CROSBY, KENNEDY AND WILBY HS | \$4,830.00 | \$28,980.00 |
| 2 | 6 | Goal mounted shot clocks programmable from 99 to 0 seconds with capability to display remaining time in tenths of seconds for the final 1 second of any cycle and fully synced with the scoreboard timer; shot clock digit display minimum of 13" AT CROSBY, KENNEDY AND WILBY HS | \$1607.00 | \$9,642.00 |
| 3 | 6 | Backboard bracket sets for shot clocks as needed AT CROSBY, KENNEDY AND WILBY HS | \$417.00 | \$2502.00 |
| 4 | 8 | "Buzzer beater" style backboard perimeter LED light display strips (lights up backboard automatically and simultaneously upon timer expiration) at two (2) backboards AT CROSBY, KENNEDY AND WILBY HS | \$807.00 | \$4,842.00 |
| 5 | 8 | Two (2) Wireless controls for all systems components at Kennedy, Crosby and Wilby. <ul style="list-style-type: none"> scoreboard control 5824.00 receivers 2800.00 shot clock re-set switch 1000.00 remote time switch 930.00 | 5824.00 \$2800.00 1,000.00 930.00 | \$10,554.00 |
| 6 | 2 | Additional wireless scoreboard controls for Wilby High School (for NEMS) | \$728.00 | \$1,456.00 |
| 7 | 2 | Additional wireless scoreboard controls for Crosby High School (Wallace MS) | \$728.00 | \$1,456.00 |
| 8 | 4 | Removal of old scoreboards & screens at Kennedy and Wilby only <ul style="list-style-type: none"> The city electricians and carpenters will remove and relocate the existing Crosby High School scoreboards and screens and will relocate them to West Side Middle School prior to the new installation. | \$250.00 | \$1,000.00 |

| | | | | |
|---|----|---|--|--------------------|
| 9 | 6 | Install new scoreboards and new protective screens at Crosby, Kennedy and Wilby only | \$2,345.00 | \$14,070.00 |
| 10 | 4* | Portable (backup) shot clocks AT CROSBY, KENNEDY AND WILBY HS • District reserves the right to purchase separately or as a set of two (2) per school* • Minimum 13" digit display(s) preferably in red or amber • Long lasting and energy efficient LED display preferred • Corded or Battery-powered units considered <ul style="list-style-type: none"> ○ If battery powered, minimum 5 hours of operation per charge and recharger must be included • Must include convenient carry handle(s) • If dual clocks, units must automatically sync and show same time • Must include Built-In Horn • Must include [redacted] and any/all software required for operation | \$ 823.00 1,184.00 incl. receiver and wireless switch. | \$4,736.00 |
| Note: Electrical wiring in order to power all systems components will be provided by the city electricians | | | | |
| 11 | 1 | All shipping, handling, and installation charges <ul style="list-style-type: none"> • Include lift rental charges to be assumed by bidder • There is a drop site at 62 Harper Avenue Bond. + Freight | \$2500.00 2343.00 | \$4843.00 |
| GRAND TOTAL | | | | \$84,081.00 |

NOTES: School Logos in the Upper Corners included. N/C. 84,081.00

All systems configurations must meet NCAA, NAIA, & NFHS specifications.

City of Waterbury electricians will be responsible for providing access to electrical power as needed.

20-2481841

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Northeast Scoreboards LLC

Company Name

Corporate Officer
(if applicable)

By: owner
(Title)

114 East Haddam Colchester Tpk
PO Box 302

(Business Address)

moodus, CT 06469

(City, State, Zip Code)

Date: 6-7-2023

Email: Northeast Scoreboards@gmail.com

END OF ATTACHMENT E

Northeast Scoreboards, Bid for City of Waterbury Project RFP 7666

Contents *original*

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1. Attachment E cost proposal.
2. Attachment E continued
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4. Quote 370 with line item detail and pricing
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8. Qualifications
9. References and Projects
10. References continues
11. Statement of work
12. Statement of work continued
13. Exceptions
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17. Color Cast and Color Cast Pro
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20. Color Cast Q&A
21. Q&A Continued
22. Rendering of the Somers High School 5009C
23. Protective net example

Northeast Scoreboards Qualifications.

I started Northeast Scoreboards in 1994. to install and service Scoreboards for the various Scoreboard manufacturers. We worked with most of the scoreboard manufacturers. Schools would hire us to repair and or install their systems. I used primarily 1099 subs for help in the beginning. I work with structural engineers to design and build structures for outdoor scoreboards and some designs for necessary indoor installations. In 2005, I formed an LLC and hired a person to help install and service the systems. Pablo Redrovan from Danbury has been with me since 2005. We still hire subs to help with installations when the project warrants. Most basic installations requires only two people. The project for the City of Waterbury RFP 7666 will require two people. Pablo will help me on this project. In 2005 I signed on as a dealer for the Nevco Scoreboard line of scoreboards and added sales of scoreboards to my business model. It became a one stop shop. I kept Nevco until 2009 when I gave the territory back and signed on with OES Scoreboards. OES offered me many more advantages and much more flexibility with the product.

OES was one of two Companies that was approved by major League Sports, including the NBA to Supply scoring equipment to their franchises. OES and Daktonics, between the two, supply, most of the scoring equipment if not all, to the NBA, NFL, MLB, NHL and a huge portion of the Division 1 College venues. Your schools will use the same equipment.

For almost 30 years I have provided equipment or done work in almost every School In CT and a great many outside CT stretching down to the Washington DC area and west to Pittsburgh. One of the first sales I made with OES was the two Basketball Scoreboards at Crosby High School in Waterbury. I also installed the Football Scoreboard when they built the Football Field at Municipal Stadium in Waterbury. More recently the Baseball Scoreboard at the same Municipal Stadium.

Northeast Scoreboards References and Projects

Various Projects:

I can't list every project for the last three years, It will take too many pages. I tried to give you a good representation of projects that are in your general area.

If you need more, let me know and I'll send more.

I have never not completed a project. I have always completed on time unless a delay in shipping the scoreboard, which is out of my control.

Crosby High School, Waterbury, Basketball

Municipal Stadium, Waterbury, Baseball, Football

Mill Street Park, Waterbury, Baseball. New Construction

Wilby High School Waterbury, Swimming

Waterbury Park and Rec, Basketball in various community Centers

Post University, Basketball, Lacrosse, Softball

Torrington High School, Football, Basketball

Terryville, High School, Basketball, Soccer Baseball, Softball

Plainville High School, Basketball, Softball and Football

Newtown High School Basketball, Baseball, Softball, Football

Shepaug High School Basketball, Soccer, Field hockey

Central CT University, All of their sports

Uconn, Gampel Pavillion, Basketball

Quinnipiac University, Basketball, Hockey

XL Center Hartford, Basketball, Hockey, Occasional service, when their people can't do the repair

References :

Central CT University, Basketball, 2020. Joe Connell 860-637-4379 Facilities

**Uconn, Basketball, Various Repairs maintenance, shot clock replacement and wiring
replacement , 2022 and 2023. Jamie Moran, Facilities 860-573-5522**

Plainville High School, Basketball, January, 2023. Mark Fritz AD. 860-793-8248

**Joel Barlow High School, Redding, Basketball 2022. Mike Santangelli AD,
203-938-2508X1507.**

Naugatuck High School, Basketball 2020, Brian Mariano AD, 203-720-5425

Somers High School, Basketball January, 2023, Jim MacFeat, Facilities 860-881-8098

Terryville High School, Basketball, Jim Mazon Facilities, 860-314-2777

Brookfield High School, Basketball. Stephen Baldwin, AD, 203-740-6139

More upon Request.

Northeast Scoreboards Statement of Work

Once the Contract is complete. I will place the order to get the system into production. I will need the various colors required of the scoreboard enclosures. You can give me LED colors also but you will be getting color cast pro which will allow the user to load an app on the phone and create any color he wants. I will also need the artwork in Vector files for the logos if the school wants to apply them in the upper corners of the scoreboards. They don't have to do it, but it's being offered. I will need all of this info upon placing the order. My process for installing is to meet the truck at a location and unload him there and start the installation right away. My plan is to complete one school per day If we are lucky , we may be able to complete two in a day.

The scoreboards and ancillary equipment should come on two pallets. 4 Scoreboards on one with ancillary equipment. 2 Scoreboards on the other with the rest of the equipment. I'm guessing the off loading point is a secure spot behind a fence? I will arrange to survey the location so I have a better feel for how to plan the off loading. It would be best if there is shelter on site to keep the equipment out of the weather. I generally bring a skid steer with me with forks and unload with that. I will take the pallet with the two scoreboards on it to the first school. Install that and come back to get the other pallet. Install two and at the very least, move the remaining two to the next school and take them off the pallet and bring them inside to secure them for the next day. I would then Like to bring my trailer back to the drop off place to secure.

When done, we will load up the pallets and crating and dispose of them unless someone wants to keep any of the lumber, 2x4's and pallets.

During the time when the scoreboards are being built, we will arrange to go to Wilby and Kennedy and remove the scoreboards and netting and dispose of those.

We will also use this time to get the new nets ready along with new brackets built if needed and assembled.

Exceptions

Northeast Scoreboards Exceptions for RFP 7666. City of Waterbury Indoor multi-Sport Scoreboards and Shot Clocks.

1. We don't recommend using a battery in the spare portable Shot Clocks.

Batteries will discharge over time. It's necessary that someone monitors the batteries and periodically charge them on a regular basis. If the charge is not kept topped off, there is a good chance the battery will be damaged beyond repair and won't work if needed. It's been my experience with battery devices in Schools, they don't get maintained, consequently they fail when needed.

2. Wireless re-set switch for portable shot clocks. These generally run on batteries, so the same caution applies to this, as above.

The only reason to use a wireless re- set switch with shot clocks is if your Scoreboard and controller are a different brand than the Shot clocks and not compatible.

The portable shot clocks should have a radio in each one, set to the same channel as the scoreboard. If you have a failure of one of the primary Shot Clocks, you bring out the back up, set it on the floor, plug it into an outlet and it will synch with the game control and switch already in use.

You do not need to do anything else. The clock just picks up right where you left off. We have quoted wireless Re-Set Switches for the portable shot clocks.

3. Lead time.

OES is projecting a lead time that will enable me to complete the installation by August 31st. I anticipate that happening. Due to the constant uncertainty of issues due to parts delivery hold ups, freight issues, I will not commit or promise that I will be able to complete the project by the anticipated due date. I will do everything in my power to ensure that happens but there are too many possibilities out of my control to commit to a specific deadline. we will work on Saturdays, Sundays and after school hours at night to complete the job if working during school hours is an issue.

I won't agree to being held liable for any over runs on delivery time.

This projection assumes that we have a contract shortly after the bid opening.



About OES Scoreboards

In 1994, OES leveraged its controls experience and applied the same mission-critical design methodologies to developing its first LED scoreboard. Since then, OES has expanded their scoreboard product series and become a premier scoreboard product and solution provider. OES's scoring and timing technology products have been enthusiastically adopted by all major sports leagues in North America. OES Scoreboards is now a well-recognized brand in the North American market, second-to-none for performance and reliability. It's one of a select few scoreboard companies approved for scoring and timing by the NBA, NHL, CFL, NFL, MLS, and MLB. Further expansion introduced OES Scoreboards into core North American high school and college markets, as well as the international market. OES is a neutral supplier that also works closely and collaboratively with strategic partners to provide industry-leading solutions. From organized sports at elementary and secondary schools, to municipal recreation centers and arenas, to competitive play at the college, university, and professional level – we cater to a wide array of customer needs. OES designs top-quality products that can be integrated into a broad range of applications. 40+ years' experience in mission-critical applications, a passion for sports, a talented and complete in-house engineering team, state of the art manufacturing facilities and equipment, plus a culture committed to complete customer satisfaction – that's

.... the OES advantage!



Features of OES Scoreboards

Scoreboards

Whether it's a custom, compact, portable scoreboard or a large scoreboard with room for player, inning, game information, sponsor ads and decorative arches; we offer models for every play level and facility size. With brighter LEDs, custom design options, superior weather-proofing and durable components, our scoreboards are built to last.



Videoboards

The captivating viewing experience of an OES LED video display draws everyone watching into the action moment by moment. Use your large message display as an all in one scoreboard, or pair it with a traditional scoreboard. With different display zones, showcase everything you could want on one scoreboard from stats, team spirit or replays. Bring the community closer together by showcasing local business ads to thousands of fans in attendance.

Scoring Tables

OES LED scoring tables are a great addition to the sidelines. With stunning clarity and exceptional durability they offer a dynamic and modern way to display game stats, energize the crowd and generate revenue through advertising. Choose from 6', 8' or 10' scoring table options or connect multiple tables together for longer, seamless table lengths.



Accessories

Track game day information with ease. Shots, pitches, time of day and game time can be easily tracked and displayed on our vivid display clocks. Add options for decorative arch trusses, LED message centers, customized colors and electronic team names to complete that pro venue feeling.

ColorCast & ColorCast Pro

Most competitors can only do red, amber & white. With ColorCast you have the choice of 15 LED colors to choose from. But with ColorCast Pro you have the ability to change colors on demand. Make your fans & players game experience unique to your school or team while having dynamic game updates for scoring changes, or even critical time awareness all with an app on your phone.



Bolt & Bolt Live

When you get a videoboard you want to make the most of your investment. Sponsor ads, fan engagement, or replays from the game, our fully featured control board for a reasonable price makes it easy to train operators and use. With a virtual scoreboard it can be fully customized using BoltLive!

Surface Mount LEDs & Protection

With our surface mounted LEDs it allows for not only brighter but more clarity and expanded viewing angle for all fans. With this innovative technology it is another step forward for OES over competitors who continue to do the same thing for decades. Our LED digits come with Lexan protective covering that eliminates protective screens or nets in most situations.



Controllers

No matter what sport you are running on your OES scoreboard, our controller has the ability to support multiple sports. With our LCD screen, it contains all the game data that you could need. We make sure that our controllers are easy to use for volunteers to run with minimal training. Whether you get a wireless or hardwired controller, it will be the same controller with an indestructible hard plastic case to provide better protection when in storage.



Show your players and fans how **LIT** the game really can be.

ColorCast digit technology will bring your scoreboard to life with an infinite number of vibrant digit colors and dynamic fan engagement features.

Only from OES Scoreboards.

A Revolution in Color Customization.



Your Team's Colors on the Scoreboard



Infinite Digit Color Choice with ColorCast™ Pro



Mix Multiple Digit on Single Scoreboard



Customize For Holidays and Special Events



Mobile App Powered for ColorCast™ Pro



ColorCast™



ColorCast™



ColorCast™ PRO

Most competitors can only do red, amber & white. With ColorCast you have the choice of 15 LED colors to choose from. But with ColorCast Pro you have the ability to change colors on demand. Make your fans & players game experience unique to your school or team while having dynamic game updates for scoring changes, or even critical time awareness all with an app on your phone. ColorCast digit technology will bring your scoreboard to life with an infinite number of vibrant digit colors and dynamic fan engagement features.

Only from OES Scoreboards

A Revolution in Color Customization. Another First from OES.



Your Team's Colors on the Scoreboard



Infinite Digit Color Choice with ColorCast™ Pro



Mix Multiple Digit Colors on Single Scoreboard



Customize for Holidays and Special Events



Mobile App Powered for ColorCast™ Pro



Whether it's one digit color or a mix of colors, ColorCast will set your scoreboard apart from the crowd.

- 15 standard digit color options
- Mix and match colors on the same scoreboard
- Included on all indoor scoreboards and shot clocks
- Digit color combinations selected at time of order



Upgrade to ColorCast Pro and create a dynamic, one-of-a-kind scoreboard experience for players and fans.

- Infinite digit color choices
- Includes ColorCast Pro app
- Match digits to team colors, holidays or special events
- Save all customize color creations for repeated use
- Change digit colors live in-game and on demand
- Set game clock to change color at a specific times and during timeouts
- Set game clock color to highlight team in the lead
- Have home or visitor score flash when the score changes
- Build a sequence of up to five digit colors to flash at the end of the period or quarter

ColorCast and ColorCast Pro: Q&A

The following questions and answers address questions you may have regarding the new OES ColorCast digit technology and ColorCast Pro options.

| Question | Answer | | | |
|--|--|--|---|---|
| What makes ColorCast digits different? | <p>Traditionally scoreboards offered limited choices for digits colors and were designed with either red or amber digits. Years ago OES revolutionized scoreboards with the introduction of white LED digits along with the option to mix and match five different LED digit colors (red, amber, white, blue, and green) on a single scoreboard.</p> <p>With ColorCast we're once again advancing digit capabilities by bringing the latest LED video screen technology to our scoreboards. Each ColorCast digit utilizes the same SMD 3-in-1 LEDs used in our LED video displays which allows us to provide the broadest range of digit color options in the industry today. Choose from 15 standard digits colors, all available to mix and match on your scoreboard, at no additional cost.</p> <p>When you upgrade your ColorCast scoreboard to ColorCast Pro, our digit technology allows you to select virtually any digit color imaginable. You can change digit colors live in-game and on demand, and dynamic in game setting options can change the appearance of your scoreboard based on the current state of play.</p> <p>We're excited to be able to give our customers more flexibility and choice when it comes to designing a fixed digit scoreboard for a school or venue.</p> | | | |
| What are the 15 standard digit color options? | <p>ColorCast significantly expands your indoor scoreboard digit color choices. These new standard colors are available at no added cost. Choose from 15 vibrant colors, whites and neon's - all designed to bring your scoreboard to life in an exciting new way.</p> <table><tr><td>Colors<ul style="list-style-type: none">• Yellow• Amber• Orange• Red• Pink• Purple• Light blue• Blue• Teal• Green</td><td>Neons<ul style="list-style-type: none">• Neon Blue• Neon Green• Neon Pink</td><td>Whites<ul style="list-style-type: none">• Bright white• Warm white</td></tr></table> <p>Standard ColorCast digit colors are pre-selected at time of order. Your OES sales representative can help you choose the best color or colors to achieve your vision for an eye-catching scoreboard.</p> | Colors <ul style="list-style-type: none">• Yellow• Amber• Orange• Red• Pink• Purple• Light blue• Blue• Teal• Green | Neons <ul style="list-style-type: none">• Neon Blue• Neon Green• Neon Pink | Whites <ul style="list-style-type: none">• Bright white• Warm white |
| Colors <ul style="list-style-type: none">• Yellow• Amber• Orange• Red• Pink• Purple• Light blue• Blue• Teal• Green | Neons <ul style="list-style-type: none">• Neon Blue• Neon Green• Neon Pink | Whites <ul style="list-style-type: none">• Bright white• Warm white | | |

| | |
|---|---|
| Are all OES scoreboards built with ColorCast digits? | <p>All OES indoor scoreboards and shot clocks now come standard with ColorCast digit technology and include the option to upgrade to ColorCast Pro at any time. The indoor models with ColorCast digits built in include all gymnasium and arena scoreboards for basketball, volleyball, wrestling, hockey, indoor lacrosse and ringette.</p> <p>Watch for ColorCast digits and ColorCast Pro to be introduced in all OES outdoor scoreboards and accessories early 2021.</p> |
| Is there a cost for ColorCast digits? | <p>As of October 2020, all indoor OES scoreboards, SHOTS10 and SHOTS14 are built with the new ColorCast digit technology at no additional cost. This means if you purchase an OES indoor scoreboard ColorCast digits are automatically included and you have access to the standard 15 digit color choices.</p> <p>ColorCast Pro is an upgrade option and is available to add to your scoreboard for a nominal cost.</p> |
| What's the difference between ColorCast and ColorCast Pro? | <p>Next to the game itself, spectator eyes are most often drawn to a team's scoreboard. Imagine being able to excite your players and fans by flashing the home score digits every time your team scores. Or eliciting cheers from the crowd by changing the colors of the game clock as it winds down and flash all digits in a sequence of up to five colors to signal the end of each period or quarter. An upgrade to ColorCast Pro gives you complete control of your scoreboard digits, their colors and offers fan engagement features to truly connect the scoreboard to your team or event.</p> <p>Through the ColorCast Pro app you can select virtually any color combination imaginable, change any digits color during the game, and activate dynamic in game features based on the current state of play. The app is free with the purchase of ColorCast Pro and is available to download onto a smartphone or tablet from the Apple App Store or Google Play.</p> <p>Use ColorCast Pro to show your players and fans how LIT the game really can be.</p> |
| Can a scoreboard be upgraded to ColorCast Pro after installation? | <p>Yes. Any OES scoreboard built with ColorCast digit technology can be upgraded to ColorCast Pro after installation. Talk to your OES sales representative to learn more about scoreboard upgrades and retrofit options.</p> |
| What are the fan engagement features with ColorCast Pro? | <p>Additional features in the ColorCast Pro app allow you to change digit colors, flash all the digits and change the clock colors either as a pre-set action or live during the event, all with a few quick taps. Under Pro options on the ColorCast Pro app you can set up five different dynamic fan engagement actions on your scoreboard.</p> <p>Game time</p> <ul style="list-style-type: none"> Set the game time clock to change color at a specific times. <p>Timeouts</p> <ul style="list-style-type: none"> Set the game time clock to change colors during timeouts. <p>Leading team</p> <ul style="list-style-type: none"> Let the game time clock color to highlight the team in the lead. <p>Scoring change</p> <ul style="list-style-type: none"> Set the home, visitor or the entire scoreboard to flash for a specific amount of time when the score changes. <p>End of period</p> <ul style="list-style-type: none"> Set all scoreboard digits to flash at the end of each period or quarter. |



Somers High School Model 5009C completed January 2023

| COREBOARD | VIDEO DISPLAY | ACCENTS | COLOR NOTES | CONCEPT APPROVAL: |
|--|---------------|--|--|--|
| Model: 15009CICE, M5004S | | Optional Ad Space: L: 30-1/2"W x 23"H R: 22"W x 23"H | Enclosure: RAL3002 LEDs: White, red Vinyl: White #101 | Version: 1a Date: July 2022 Signature: |
| Overall Dimensions: 7'W x 7'4-1/2"H | | | | |
| Electronic Team Names: Characters = 5"H | | | | |

Example of Protective Net.



LIMITED LIABILITY COMPANY RESOLUTION

I, Brian Barzee, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Northeast Scoreboards, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 1st day of June, 2023.

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

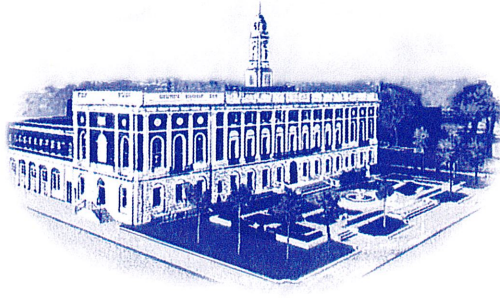
And I do further certify that the above resolution has not been in any way altered, amended, or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Northeast Scoreboards LLC this 14 day of June 2023.



Manager/Member

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

June 13, 2023

Brian Barzee
Northeast Scoreboards LLC
114 East Haddam Colchester Turnpike
Moodus, CT 06469

RFP# 7666
Project: Indoor Multi-Sport Scoreboards with Shot Clocks

Dear Mr. Barzee,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Joe Gorman jgorman@waterbury.k12.ct.us

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

Allison Rzewuski arzewuski@waterburycet.org

Description of Project/Work/Services: RFP# 7666 Indoor Multi-Sport Scoreboards with Shot Clocks – purchase, delivery and installation of new scoreboards with removal and disposal of old at various Waterbury Public High 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

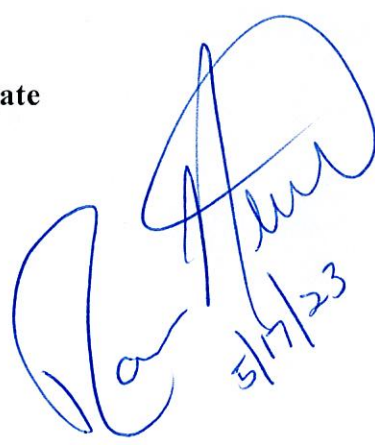
Auto Liability: **\$1,000,000 Combined Single Limit each Accident**
 Any Auto, All Owned and Hired Autos

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

Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$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.

A handwritten signature in blue ink, appearing to be "Allison Rzewuski", with the date "5/17/23" written below it.

REQUEST FOR PROPOSAL
#7666
BY
THE CITY OF WATERBURY
Waterbury District High School
Indoor Multi-Sport Scoreboards with Shot Clocks

The City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals to provide and install indoor multi-sport scoreboards with shot clocks and related materials.

A. Background and Intent

The CT Interscholastic Athletics Conference has mandated that all member high schools install basketball shot clocks for all competitions beginning with the SY 2023-2024 girls' and boys' basketball seasons. As such, the City seeks to purchase integrated multi-sport scoreboards with basketball shot clocks and "buzzer beater" style backboard perimeter LED light systems at three (3) of its four (4) member high school programs – Crosby HS, Kennedy HS and Wilby HS. In addition, the Waterbury Career Academy is already equipped with shot clocks; however, that site will require an integrated backboard LED light strip system installation. All four schools require backup portable shot clock systems to deploy in the event of a system malfunction. Complete installation and full operability of these systems at all four (4) sites are required on or before August 1, 2023 as a condition of this RFP.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar products and services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar products and services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

Provide three (3) integrated shot clock systems, 1 each at Crosby, Kennedy and Wilby HS that meet or exceed all specifications as listed:

- 2 wall mounted indoor multi-sport scoreboards per school minimum 9' x 7' with capability for programmable team names (as opposed to Home and Guest)
- Two (2) goal mounted shot clocks programmable from 99 to 0 seconds with capability to display remaining time in tenths of seconds for the final 10 seconds of any cycle
- Two (2) scoreboard mounted shot clocks programmable from 99 to 0 seconds and synced with the goal mounted shot clocks
 - All backboard mounting brackets needed included

- Scoreboards and shot clock capability to display remaining time in tenths of seconds for the final 10 seconds of any timing cycle
- Shot clock digit display minimum of 14"
- Install "buzzer beater" style backboard perimeter LED light display strips (lights up backboard automatically and simultaneously upon timer expiration) at two (2) backboards at all three sites
 - Install "buzzer beater" style backboard perimeter LED light display strips at two (2) backboards ONLY at Waterbury Career Academy (must be NEVCO compatible)
- Built in horn for audible signal of timing expiration
- Two (2) Wireless scoreboard controllers at each school
- Two (2) Wireless shot clock controllers at each school
- Remove old scoreboards & screens
 - Recycling or disposal of old scoreboards/screens at vendor's discretion
- Install new scoreboards
- Install new protective screens
- Portable (backup) shot clocks
 - District reserves the right to purchase separately or as a set of two (2) per school
 - Minimum 14"h digit display(s) preferably in red or amber
 - Long lasting and energy efficient LED display preferred
 - Corded or Battery-powered units considered
 - If battery powered, minimum 5 hours of operation per charge and recharger must be included
 - Must include convenient carry handle(s)
 - If dual clocks, units must automatically sync and show same time
 - Must include Built-In Horn
 - Must include all shot clock wireless controllers and any/all software required for operation
- Bids must include all shipping, handling and installation charges
- Complete installation with full operability at all four sites on or before September 1, 2023*
- All systems configurations must meet NCAA, NAIA, & NFHS specifications

*City of Waterbury electricians will be responsible for providing access to electrical power as needed.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be completed no later than September 1, 2023.

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. ***There will be mandatory Pre-Bid Site inspections and Information Session with respect to this RFP on (time, date, location). THOSE NOT ATTENDING THE Information Session WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.***
3. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
4. 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 (date)**. 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 (date), 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 the Supervisor of Health and Physical Education in collaboration with all four school principals.

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 **(60)** 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 Attachment 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 **(2)** 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 **XX:XX AM on (date)**. **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 Attachment E, 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.

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. Bid Bond

Each Proposal over \$50,000 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

**REQUEST FOR PROPOSAL
#7666
BY
THE CITY OF WATERBURY
Waterbury District High School
Indoor Scoreboards with Shot Clocks
ATTACHMENT E - COST PROPOSAL**

| ITEM # | QTY | DESCRIPTION | COST EACH | TOTAL COST |
|--------|-----|--|-----------|------------|
| | 6 | Wall-mounted indoor multi-sport scoreboards with capability to display remaining time in tenths of seconds for the final one (1) minute of any cycle, minimum 8' x 6' with capability for programmable team names (as opposed to fixed Home and Guest only) and built-in horn for audible signal of timing expiration | \$ | \$ |
| | 6 | Goal mounted shot clocks programmable from 99 to 0 seconds with capability to display remaining time in tenths of seconds for the final 10 seconds of any cycle and fully synced with the scoreboard timer; shot clock digit display minimum of 14" | \$ | \$ |
| | 6 | Backboard bracket sets for shot clocks as needed | \$ | \$ |
| | 6 | "Buzzer beater" style backboard perimeter LED light display strips (lights up backboard automatically and simultaneously upon timer expiration) at two (2) backboards at all three sites | \$ | \$ |
| | 2 | Incorporate compatible "buzzer beater" style backboard perimeter LED light display strips at two (2) backboards ONLY at Waterbury Career Academy | \$ | \$ |
| | 8 | Two (2) Wireless controls for all systems components: <ul style="list-style-type: none"> • scoreboard control • receivers • shot clock re-set switch • remote time switch | \$ | \$ |
| | 6 | Removal of old scoreboards & screens | \$ | \$ |
| | 6 | Install new scoreboards and new protective screens | \$ | \$ |
| | 4 | Portable (backup) shot clocks <ul style="list-style-type: none"> • District reserves the right to purchase separately or as a set of two (2) per school • Minimum 14"h digit display(s) preferably in red or amber • Long lasting and energy efficient LED display preferred • Corded or Battery-powered units considered <ul style="list-style-type: none"> ○ If battery powered, minimum 5 hours of operation per charge and recharger must be included • Must include convenient carry handle(s) | \$ | \$ |

| | | | | |
|--------------------|---|--|----|----|
| | | <ul style="list-style-type: none"> • If dual clocks, units must automatically sync and show same time • Must include Built-In Horn • Must include two (2) shot clock wireless controllers and any/all software required for operation | | |
| | 1 | All shipping, handling, and installation charges | \$ | \$ |
| GRAND TOTAL | | | | \$ |

NOTES:

All systems configurations must meet NCAA, NAIA, & NFHS specifications.

City of Waterbury electricians will be responsible for providing access to electrical power as needed.

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Company Name

Corporate Officer
(if applicable)

By: _____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____

Email: _____

END OF ATTACHMENT E

Crystal Burr

From: Don Lorusso
Sent: Monday, May 15, 2023 3:48 PM
To: Insurance Requests
Subject: Fwd: CRT23-232: RFP 7666 - Scoreboards
Attachments: image001.png; image002.png; image003.png; image004.png; image005.png; 5-2-23 District RFP 7666 Scoreboards with shot clocks.doc

Sent from my iPhone

Begin forwarded message:

From: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Date: May 15, 2023 at 3:04:33 PM EDT
To: Allison Rzewuski <arzewuski@waterburyct.org>
Cc: Don Lorusso <dlorusso@waterburyct.org>, Rona Nickerl <rnickerl@waterburyct.org>, JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Subject: RE: CRT23-232: RFP 7666 - Scoreboards

Don and Rona – this is the RFP we need insurance requirements for; please assist asap?
Thanks,

From: JOSEPH GORMAN
Sent: Monday, May 15, 2023 3:02 PM
To: 'Allison Rzewuski' <arzewuski@waterburyct.org>
Cc: 'dlorusso@waterburyct.org' <dlorusso@waterburyct.org>; 'rnickerl@waterburyct.org' <rnickerl@waterburyct.org>; JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Subject: RE: CRT23-232: RFP 7666 - Scoreboards

Ok Allison - will ask RM to send to you and to me asap. Jerry won't be back until next week.
Thanks,

<image001.png>

From: Allison Rzewuski [<mailto:arzewuski@waterburyct.org>]
Sent: Monday, May 15, 2023 2:53 PM
To: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Cc: Cherokee Dobrushkin <cdobrushkin@waterburyct.org>; JERRY GAY <jerry.gay@waterbury.k12.ct.us>; Legal Intern 1 <legalintern1@waterburyct.org>
Subject: RE: CRT23-232: RFP 7666 - Scoreboards

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Good Afternoon Joe,

I am the attorney assigned to assist you with this matter. Can you please provide me with the insurance requirements from risk management so I can finalize the sample contract for you?

Thanks!
Allison

Allison J. Rzewuski

Staff Attorney
Office of the Corporation Counsel
City of Waterbury

235 Grand Street, 3rd Floor
Waterbury, CT 06702
arzewuski@waterburyct.org
T: 203.574.6731 x7036

From: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Sent: Friday, May 5, 2023 10:01 AM
To: Cherokee Dobrushkin <cdobrushkin@waterburyct.org>; JERRY GAY <jerry.gay@waterbury.k12.ct.us>; Allison Rzewuski <arzewuski@waterburyct.org>
Subject: RE: Req to Assign -- Draft Contract Shot Clock RFP

Thank you!

<image001.png>

From: Cherokee Dobrushkin [<mailto:cdobrushkin@waterburyct.org>]
Sent: Friday, May 5, 2023 9:59 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>; Allison Rzewuski <arzewuski@waterburyct.org>
Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Subject: RE: Req to Assign -- Draft Contract Shot Clock RFP

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.

Hi Joe and Jerry,

Attorney Allison Rzewuski has been assigned to assist. Once our file is opened she will be in touch.

Cherokee J. Dobrushkin
Transactional Paralegal
Office of the Corporation Counsel
City of Waterbury

City Hall | 235 Grand Street, 3rd Floor
Waterbury, CT 06702
cdobrushkin@waterburyct.org
T: 203.574.6731 x7039 | F: 203.574.8340

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>

Sent: Wednesday, May 3, 2023 12:29 PM

To: Angela Juliani <ajuliani@waterburyct.org>; Cherokee Dobrushkin <cdobrushkin@waterburyct.org>

Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>

Subject: Req to Assign - - Draft Contract Shot Clock RFP

Angela,

Please see the attached Req to Assign for a draft contract to include in the attached RFP for Shot Clocks for an estimated \$90,000 split between Alliance & General funding. 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

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Crystal Burr

From: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Sent: Tuesday, May 16, 2023 9:23 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: CRT23-232: RFP 7666 - Scoreboards

Hi Crystal – that is the timeline I am hoping for



Joseph R. Gorman

Supervisor of Health & Physical Education
Waterbury Public Schools
Jgorman@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: (203) 574-8051 | Ext: 11261 |

From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Monday, May 15, 2023 4:15 PM
To: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: CRT23-232: RFP 7666 - Scoreboards

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Good afternoon Joe,
Can you tell me if this will completed during summer vacation when there will be no students in the buildings?
Thank you,

~ Crystal Burr
Administrative Associate III
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06708
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Don Lorusso <dlorusso@waterburyct.org>
Sent: Monday, May 15, 2023 3:48 PM
To: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: Fwd: CRT23-232: RFP 7666 - Scoreboards



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2023

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 The Stone Agency 350 Goose Lane P. O. Box 309 Guilford CT 06437 | CONTACT NAME: Linda Rook PHONE (A/C, No, Ext): (203) 453-2701 E-MAIL ADDRESS: lrook@stoneinsagency.com FAX (A/C, No): (203) 458-7009 |
| INSURED NORTHEAST SCOREBOARDS LLC PO BOX 302 MOODUS CT 06469-0302 | INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co of South Carolina INSURER B: NCCI INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 19259 |

COVERAGES**CERTIFICATE NUMBER:** master 23/24**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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | S 2265879 | 07/15/2023 | 07/15/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | S 2265879 | 07/15/2023 | 07/15/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | Y | S 2265879 | 07/15/2023 | 07/15/2024 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | Y | R2WC369197 | 10/15/2022 | 10/15/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Contractors Equipment | | | S 2265879 | 07/15/2023 | 07/15/2024 | Unscheduled limit: 100,000/\$500 ded. | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP 7666 Indoor Multi Sport Scoreboards for Waterbury Public High Schools.

The City of Waterbury and its Board of Education is an as additional insured on a primary and non-contributory basis on all policies except the Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| The City of Waterbury 236 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 |
|---|---|

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Transportation and Facility Operations Report 2022 – 2023

July 6, 2023

Waterbury Public Schools

Student Transportation



Student Transportation

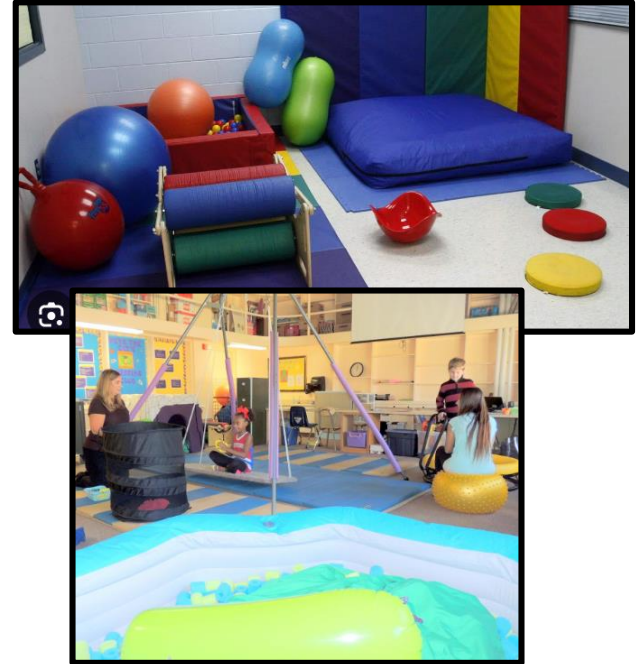
- **Durham Bus Services employees have recently unionized**
- **This is the first union contract in Waterbury**
- **The entire components of the contract need to be negotiated**
- **There are 125 bus routes including Holy Cross, Kaynor Technical, Brass City Charter, Yeshiva, Mount Carmel**
- **Presently there are 103 regular drivers, 3 casual drivers, and 10 TDY drivers**
- **Fleet of 148 buses**
- **Advertising with Indeed, Career Builder, webTactics, Department of Labor, Fairs, Community Events**

Waterbury Public Schools

School Inspector's Office



Conversion of Seclusion Rooms to Sensory Rooms



Elimination of Seclusion Rooms

- **Seclusion was a reactionary strategy used by staff in situations such as when a student exhibited dangerous behaviors towards self or others.**

Sensory Rooms

- **Sensory Rooms are designed to provide a positive and therapeutic environment for students.**
- **A Sensory Room is a specially designed room which combines a range of stimuli to help students develop and engage their senses. These can include lights, colors, sounds, sensory soft play resources and aromas, all used within a safe environment that allows the person using it to explore and interact without risk.**
- **Cameras are being installed in the Sensory Rooms and the areas surrounding the Sensory Rooms to monitor implementation.**

Sensory Rooms

Sensory Room stimuli include:

- Gears Activity Wall Panel
- Padded Exercise Flooring
- Light Fixture Covers
- Light Projectors
- Bubble Tube
- Tap LED Lights
- Rocking Chairs
- Balance Boards
- Sensory Swing
- Harkla Hug
- Exercise Roller
- Exercise Balls
- Wobble Boards
- Sensory Tents
- Pop-Its
- Weighted Blankets
- Stuffed Animals
- Touch and Feel Books
- Blocks
- Body Socks
- Low Tables
- Sensory Bins
- Kinetic Sand
- Playdoh
- Trampoline
- Sensory Bottles
- Vibrating Massagers
- Scooter Board
- Vibrating Cushions
- Millard Peanut Ball
- Physio Roll
- Fold Up Tunnel

Sensory Room Locations

- **Bucks Hill Pre-K**
- **Bucks Hill**
- **Bunker Hill**
- **Carrington**
- **Wendell Cross**
- **Duggan**
- **Generali**
- **Gilmartin**
- **Kennedy**
- **Kingsbury**
- **Maloney**
- **North End**
- **Reed**
- **Rotella**
- **State Street**
- **Walsh**
- **West Side**
- **Wilby**

Facility Projects

- **Flooring Replacements:**
Crosby, Chase, Kingsbury,
North End, Walsh, Wilby,
Wilson
- **Playground Replacements:**
Bunker Hill, Chase, Driggs,
Hopeville, Regan, Rotella, Sprague,
Tinker and Washington



Facility Projects

- **Culinary Kitchen Renovations:**
Crosby and Wilby
- **Duct Cleaning:**
**Carrington, Crosby, Duggan,
Gilmartin, Kennedy, North End,
Reed, Wallace, West Side and
Wilby**
- **Roof Replacements:**
Kennedy, Sprague and Tinker



In-House Facility Projects

- **Bathroom Additions - Driggs and Generali**
- **Ceiling Installation - International**
- **Culinary Kitchen Renovations - Crosby and Wilby**
- **Flooring Replacement - Crosby (gym entrance), Chase (classrooms), Kingsbury (gym floor refinishing), Wilby (Media Center)**
- **Garden Installations - Washington and Wilson**
- **Gutter Cleaning - Rotella**
- **HVAC Maintenance - Crosby (condenser/motors), Kingsbury (condensate lines), North End, Rotella (boiler/dampers), Wallace (condenser/motors), WCA (rooftop unit), Wilby**
- **Indoor Air Quality Improvements - Duggan Gymnasium**
- **Lathe Shop Reconfiguration - WCA**
- **Laundry Room Addition - Wilby**



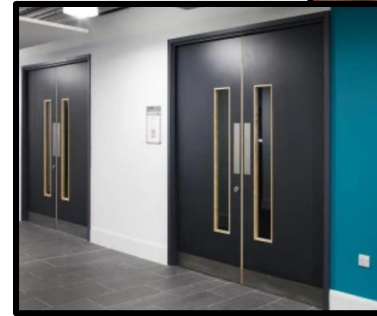
In-House Facility Projects (Con't.)

- **Locker Installation - International**
- **Painting - Bucks Hill (main floor), North End (Media Center), Washington (interior), West Side (interior), Wilby (Media Center)**
- **Pool Area Repairs - Kennedy and West Side**
- **Portico Renovations - Bucks Hill and Bunker Hill**
- **Science Classroom Improvements – WCA (sinks)**
- **Science Classroom Reconfiguration - Kennedy**
- **Signage Installation - Washington**
- **Soccer Fields (new goal posts) - Crosby, Wallace, West Side**
- **Sound and Lighting - Crosby and Wallace Gymnasium**
- **Steam Pipe Repairs and Repiping - Adult Ed, Kingsbury, Sprague**
- **Weatherproofing Soffits - Carrington**



Outside Vendor Facility Projects

- **Abatement - International**
- **Auditorium Renovations - Crosby, Kennedy, Rotella, West Side, Waterbury Arts, Wilby**
- **Chimney Repair - Sprague and Washington**
- **Concrete Repair - Wilby (various areas)**
- **Interior Door Installation - Kennedy, Sprague, Washington**
- **Main Entry Door Installation - Chase and Generali**
- **Elevator Additions - Bunker Hill and Washington**
- **Fence Installation - Driggs and Sprague**
- **Flooring - North End (autistic suite), Walsh (entire school), Wilby (autistic suite), Wilson (SE classrooms)**
- **Football Field Maintenance and Gmaxx Testing - Crosby, Kennedy**
- **Furniture Installation - North End (cafeteria, Media Center), Wilby (cafeteria, Media Center)**



Outside Vendor Facility Projects (Con't.)

- **Geothermal Loop Study - West Side**
- **Gym Divider - Crosby and Wallace**
- **HVAC Air Balancing - North End and Wilby**
- **HVAC Air Handler(s) Repair - Maloney (new), WCA (cafeteria), West Side (pool)**
- **HVAC BMS Reprogramming - Carrington, International (new), Maloney (upgrade)**
- **HVAC Boiler Installations - Crosby (repair), Kingsbury, Rotella, Wallace (repair), Walsh**
- **HVAC Condensate Tank Repair/Replacement - Bucks Hill, Chase, Kingsbury**
- **HVAC Cooling Tower Rehabilitation - Crosby, Maloney (new), North End, Wallace, Wilby**
- **HVAC Duct Cleaning - Carrington, Crosby, Duggan, Gilmartin, Kennedy, North End, Reed, Wallace, West Side and Wilby**
- **HVAC New Exhaust System - Kennedy**
- **HVAC Fan Controls - Kennedy**
- **HVAC Heating Coil Control Valves - Maloney (all classrooms)**
- **HVAC Heating System Installation - International**



Outside Vendor Facility Projects (Con't.)

- **HVAC RTU Installations - North End (Music Room), Maloney (new), Wilby**
- **HVAC VRF System Repair - Kennedy**
- **Man Trap Partition Installation - Kennedy**
- **Partition Installation - Bucks Hill (classroom)**
- **Paving - Bucks Hill (parking lots), Crosby (alternative dismissal route), Kingsbury (parking lot), West Side (parking lot, driveways)**
- **Playground Padding Repair - Carrington**
- **Playground Replacements - Bunker Hill, Chase, Driggs, Hopeville, Regan, Rotella, Sprague, Tinker and Washington**
- **Pool Heater Repair - West Side**
- **Pool Light Repair - Crosby**
- **Roof Repairs - Bucks Hill and Maloney**
- **Roof Replacements - Kennedy, Sprague and Tinker**
- **Signage Installations - Generali, North End, Washington, Wilby, Wilson**



All Schools Facility Projects

- **Bleacher Maintenance**
- **Chemical Stations and Water Loops**
- **Door and Lock Upkeep**
- **New Dumpsters**
- **HVAC BMS Upgrades**
- **HVAC Preventative Maintenance of All Systems**
- **Painting of Classrooms and Hallways**
- **Roof Patch**
- **Custodial Summer Cleaning and Maintenance**





ESSER/ARP Monthly Expenditure Report
July 6, 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

\$33,577,901 YTD Exp/Enc
\$8,073,223 YTD Balance

ARP ESSER III

Beginning Date May 2021
Ending Date September 2024

Total Grant : \$89,691,176

\$32,884,999 YTD Exp/Enc
\$56,806,177 YTD Balance



Detail of Encumbrance/Expenditures

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



ESSER II

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



ARP ESSER III (2) PT Crisis Youth Intervention Clinicians;

Accountant III
Facility Operation Manager
Extra Class Stipends for Teachers covering shortage areas;
Partners in Education (CT Center for School Change);
Outside Counsel Legal Fees for ARP ESSER Contracts;
Curriculum Update- Pear Deck & Legends of Learning;
Instructional Supplies & Equipment (School Principals)
Resources to Support Curriculum(Home Learning);
Equity Training Services
State Street Playground Equipment
HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement, WAMS ,Palace.
Upgrade furniture, fixtures and equipment based on school needs.
Digital platform to connect students with mentors.
Amplify reading student license, mCLASS DIBELS
Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
SAFE after school program/behavioral clinicals
Nearpod, Kami, Rubicon subscription
Summer programs-Boys & Girls club
Workshop Athletic program
Biliteracy Training program
Enrichment programs in the Community (Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
Design services for HVAC (Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali
Harvard Graduate school- training school turnaround leaers
Linguistica International –translation services
Cormier Consulting
Varsity Tutors
Air cooled chillers (WAMS/Palace)
Removal and replacement of 9 playscapes (Bunker Hill,Driggs,Sprague,Chase,Regan,Rotella,Hopeville,Tinker,Washington)
Radiator Covers
Multi-tired system of supports for behavior (Branching Minds).
WAMS- office to classroom renovation
Water cooled chiller for Wilby
Design fees for VRF/DOA for 6 elementary schools
Summer programs (PAL, YMCA,Seven Angels)

Waterbury Board of Education

FY2022-2023

**May
Expenditure Report**

| ACCOUNT | CLASSIFICATION | FY 23 ORIGINAL BUDGET | FY 23 ADJUSTED BUDGET | MAY EXPENDITURE | MAY ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|--------------------------|----------------------------------|--------------------------|--------------------------|---------------------|--------------------|---------------------|----------------------|-------------------------|
| Salaries | | | | | | | | |
| 511101 | Administrators | \$9,664,779 | \$9,254,779 | \$8,362,183 | \$0 | \$892,596 | \$9,434,387 | (\$179,608) |
| 511102 | Teachers | \$56,903,062 | \$50,565,379 | \$42,539,413 | \$0 | \$8,025,966 | \$48,969,417 | \$1,595,962 |
| 511104 | Superintendent | \$438,103 | \$438,103 | \$392,552 | \$0 | \$45,551 | \$443,103 | (\$5,000) |
| 511106 | Early Incentive Certified | \$825,000 | \$825,000 | \$1,109,703 | \$0 | (\$284,703) | \$1,109,703 | (\$284,703) |
| 511107 | Certified Coaches | \$770,000 | \$770,000 | \$482,958 | \$0 | \$287,042 | \$770,000 | \$0 |
| 511108 | School Psychologists | \$1,449,226 | \$564,226 | \$435,115 | \$0 | \$129,111 | \$548,625 | \$15,601 |
| 511109 | School Social Workers | \$1,948,427 | \$1,830,427 | \$1,427,105 | \$0 | \$403,322 | \$1,805,688 | \$24,739 |
| 511110 | Speech Pathologists | \$2,294,414 | \$2,294,414 | \$2,144,190 | \$0 | \$150,224 | \$2,638,276 | (\$343,862) |
| 511111 | Ass. Superintendent | \$165,000 | \$165,000 | \$145,961 | \$0 | \$19,039 | \$165,000 | \$0 |
| 511113 | Extra Compensatory Stipend | \$105,000 | \$105,000 | \$2,412 | \$0 | \$102,588 | \$105,000 | \$0 |
| 511201 | Non-Certified Salaries | \$2,678,104 | \$2,678,104 | \$2,143,959 | \$0 | \$534,145 | \$2,325,855 | \$352,249 |
| 511202 | Clerical Wages | \$1,597,126 | \$1,597,126 | \$878,183 | \$0 | \$718,943 | \$1,010,625 | \$586,501 |
| 511204 | Crossing Guards | \$357,192 | \$357,192 | \$344,150 | \$0 | \$13,042 | \$405,375 | (\$48,183) |
| 511206 | Educational | \$450,000 | \$450,000 | \$266,917 | \$0 | \$183,083 | \$313,513 | \$136,487 |
| 511212 | Substitute Teachers | \$150,000 | \$150,000 | \$497,815 | \$8,256 | (\$356,072) | \$497,815 | (\$347,815) |
| 511215 | Cafeteria Aides | \$80,000 | \$80,000 | \$13,528 | \$0 | \$66,472 | \$80,000 | \$0 |
| 511217 | Library Aides | \$178,348 | \$178,348 | \$84,737 | \$0 | \$93,611 | \$98,650 | \$79,698 |
| 511219 | School Clerical | \$2,029,527 | \$2,029,527 | \$1,769,766 | \$0 | \$259,761 | \$2,088,220 | (\$58,693) |
| 511220 | Fiscal Administration | \$608,440 | \$608,440 | \$465,061 | \$0 | \$143,379 | \$538,408 | \$70,032 |
| 511222 | Transportation Coordinator | \$189,737 | \$189,737 | \$153,710 | \$0 | \$36,027 | \$189,737 | \$0 |
| 511223 | Office Aides | \$170,000 | \$170,000 | \$134,461 | \$0 | \$35,539 | \$153,165 | \$16,835 |
| 511225 | School Maintenance Non-Certified | \$2,249,645 | \$2,249,645 | \$1,517,241 | \$0 | \$732,404 | \$1,757,379 | \$492,266 |
| 511226 | Custodians Non-Certified | \$5,388,979 | \$5,266,979 | \$3,886,126 | \$0 | \$1,380,853 | \$4,446,721 | \$820,258 |
| 511227 | Overtime - Outside Activities | \$200,000 | \$200,000 | \$222,633 | \$0 | (\$22,633) | \$225,000 | (\$25,000) |
| 511228 | Paraprofessionals | \$9,886,881 | \$9,736,881 | \$8,255,818 | \$0 | \$1,481,063 | \$9,672,818 | \$64,063 |
| 511229 | Bus Duty | \$265,000 | \$265,000 | (\$3,910) | \$0 | \$268,910 | \$265,000 | \$0 |
| 511232 | Attendance Counselors | \$125,373 | \$125,373 | \$107,329 | \$0 | \$18,044 | \$127,767 | (\$2,394) |
| 511233 | ABA Behaviorial Therapist | \$1,626,875 | \$1,126,875 | \$943,716 | \$0 | \$183,159 | \$1,100,860 | \$26,015 |
| 511234 | Interpreters | \$195,456 | \$195,456 | \$125,899 | \$0 | \$69,557 | \$150,732 | \$44,724 |
| 511238 | Swing SSPP | \$0 | \$0 | \$9,615 | \$0 | (\$9,615) | \$9,615 | (\$9,615) |
| 511236 | Snow Removal | \$0 | \$0 | \$26,707 | \$0 | (\$26,707) | \$26,707 | (\$26,707) |
| 511237 | Swing Space | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 511650 | Overtime | \$640,000 | \$640,000 | \$943,072 | \$0 | (\$303,072) | \$1,015,000 | (\$375,000) |
| 511653 | Longevity | \$9,705 | \$9,705 | \$8,913 | \$0 | \$792 | \$8,913 | \$792 |
| 511700 | Extra Police Protection | \$683,452 | \$683,452 | \$225,566 | \$0 | \$457,886 | \$683,452 | \$0 |
| 511800 | Vacation and Sick Term Payout | \$207,669 | \$207,669 | \$105,214 | \$0 | \$102,455 | \$105,214 | \$102,455 |
| 522501 | Health Insurance-General | \$8,000,000 | \$8,000,000 | \$8,000,000 | \$0 | \$0 | \$10,000,000 | (\$2,000,000) |
| 529001 | Car Allowance | \$70,000 | \$55,000 | \$60,441 | \$0 | (\$5,441) | \$60,441 | (\$5,441) |
| 529003 | Meal Allowances | \$24,800 | \$86,050 | \$85,556 | \$1,690 | (\$1,195) | \$87,246 | (\$1,196) |
| Subtotal Salaries | | \$112,625,320 | \$104,148,887 | \$88,313,818 | \$9,946 | \$15,825,123 | \$103,433,427 | \$715,460 |

| ACCOUNT | CLASSIFICATION | FY 23 ORIGINAL BUDGET | FY 23 ADJUSTED BUDGET | MAY EXPENDITURE | MAY ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|------------------------------------|---------------------------------|--------------------------|--------------------------|---------------------|--------------------|--------------------|---------------------|-------------------------|
| Purchased Services | | | | | | | | |
| 533000 | Professional Services | \$1,500,000 | \$4,647,457 | \$1,106,550 | \$269,936 | \$3,270,971 | \$4,200,000 | \$447,457 |
| 533009 | Evaluation | \$10,000 | \$167 | \$167 | \$0 | \$0 | \$167 | \$0 |
| 533020 | Consulting Services | \$325,000 | \$416,694 | \$146,928 | \$101,267 | \$168,499 | \$416,694 | \$0 |
| 533100 | Auditing | \$54,000 | \$59,500 | \$47,196 | \$12,304 | \$0 | \$59,500 | \$0 |
| 539005 | Sporting Officials | \$30,000 | \$15,000 | \$5,841 | \$0 | \$9,159 | \$15,000 | \$0 |
| 539008 | Messenger Service | \$27,000 | \$27,000 | \$20,164 | \$0 | \$6,836 | \$27,000 | \$0 |
| 543000 | General Repairs & Maintenance | \$1,330,000 | \$1,417,709 | \$1,087,702 | \$219,380 | \$110,627 | \$1,417,709 | \$0 |
| 543011 | Maintenance - Service Contracts | \$750,000 | \$793,680 | \$513,400 | \$234,675 | \$45,605 | \$443,717 | \$349,963 |
| 544002 | Building Rental | \$562,084 | \$562,772 | \$386,768 | \$15,500 | \$160,504 | \$562,772 | \$0 |
| 545002 | Water | \$250,000 | \$250,000 | \$268,807 | \$0 | (\$18,807) | \$268,807 | (\$18,807) |
| 545006 | Electricity | \$3,129,855 | \$3,129,855 | \$2,257,897 | \$0 | \$871,958 | \$3,052,780 | \$77,075 |
| 545013 | Security/Safety | \$125,000 | \$132,699 | \$96,189 | \$29,028 | \$7,482 | \$132,699 | \$0 |
| 551000 | Pupil Transportation | \$17,461,954 | \$17,961,954 | \$11,760,858 | \$4,590,693 | \$1,610,404 | \$17,961,954 | \$0 |
| 553001 | Postage | \$60,000 | \$38,537 | \$37,939 | \$0 | \$598 | \$38,535 | \$2 |
| 553002 | Telephone | \$175,000 | \$175,000 | \$167,255 | \$3,694 | \$4,051 | \$175,000 | \$0 |
| 553005 | Wide-area Network (SBC) | \$93,600 | \$42,722 | \$16,519 | \$5,897 | \$20,306 | \$42,722 | \$0 |
| 556055 | Tuition - Outside | \$11,000,000 | \$14,880,683 | \$11,185,583 | \$1,508,412 | \$2,186,688 | \$14,880,683 | \$0 |
| 556056 | Purchased Service - Outside | \$3,000,000 | \$3,420,000 | \$2,142,265 | \$389,586 | \$888,148 | \$3,112,284 | \$307,716 |
| 557000 | Tuition Reimbursement | \$6,000 | \$6,000 | \$47,439 | \$0 | (\$41,439) | \$51,439 | (\$45,439) |
| 558000 | Travel Expenses | \$5,000 | \$112,719 | \$112,617 | \$0 | \$102 | \$112,719 | \$0 |
| 559001 | Advertising | \$32,500 | \$21,269 | \$20,889 | \$380 | \$0 | \$21,269 | \$0 |
| 559002 | Printing & Binding | \$15,000 | \$20,500 | \$19,378 | \$0 | \$1,122 | \$10,000 | \$10,500 |
| 559104 | Insurance - Athletics | \$26,000 | \$20,636 | \$20,636 | \$0 | \$0 | \$20,636 | \$0 |
| Subtotal Purchased Services | | \$39,967,993 | \$48,152,554 | \$31,468,988 | \$7,380,751 | \$9,302,814 | \$47,024,084 | \$1,128,470 |
| Supplies/Materials | | | | | | | | |
| 561100 | Instructional Supplies | \$1,620,000 | \$1,370,701 | \$1,122,834 | \$120,735 | \$127,132 | \$1,330,000 | \$40,701 |
| 561200 | Office Supplies | \$78,590 | \$58,398 | \$48,752 | \$4,176 | \$5,470 | \$58,398 | \$0 |
| 561204 | Emergency/Medical Supplies | \$2,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 561210 | Intake Center Supplies | \$3,500 | \$3,205 | \$3,205 | \$0 | \$0 | \$3,205 | \$0 |
| 561211 | Recruitment Supplies | \$50,000 | \$50,000 | \$36,656 | \$11,092 | \$2,252 | \$50,000 | \$0 |
| 561212 | Medicaid Supplies | \$12,500 | \$4,432 | \$1,845 | \$2,507 | \$80 | \$4,432 | \$0 |
| 561501 | Diesel | \$117,535 | \$121,754 | \$81,110 | \$32,619 | \$8,024 | \$121,754 | \$0 |
| 561503 | Gasoline | \$201,174 | \$164,956 | \$126,453 | \$23,334 | \$15,168 | \$156,956 | \$8,000 |
| 561504 | Heating Oil | \$0 | \$15,883 | \$15,883 | \$0 | \$0 | \$15,883 | \$0 |
| 561505 | Natural Gas | \$1,666,000 | \$2,166,000 | \$1,853,660 | \$0 | \$312,340 | \$2,045,000 | \$121,000 |
| 561507 | Janitorial Supplies | \$250,000 | \$272,000 | \$199,164 | \$58,791 | \$14,046 | \$272,000 | \$0 |
| 561508 | Electrical Supplies | \$50,000 | \$49,812 | \$46,860 | \$2,850 | \$102 | \$49,812 | \$0 |
| 561509 | Plumbing Supplies | \$100,000 | \$144,000 | \$119,544 | \$22,329 | \$2,127 | \$144,000 | \$0 |
| 561510 | Building & Ground Supplies | \$150,000 | \$326,990 | \$254,115 | \$49,414 | \$23,462 | \$326,990 | \$0 |
| 561511 | Propane | \$311,188 | \$133,643 | \$133,499 | \$0 | \$144 | \$131,876 | \$1,767 |
| 567000 | Clothing Supplies | \$40,000 | \$35,755 | \$13,544 | \$20,060 | \$2,150 | \$35,754 | \$0 |
| 567001 | Crossing Guard Uniforms | \$2,000 | \$2,000 | \$1,236 | \$742 | \$22 | \$2,000 | \$0 |
| 569010 | Recreational Supplies | \$12,000 | \$1,607 | \$1,013 | \$0 | \$594 | \$1,607 | \$0 |
| 569029 | Athletic Supplies | \$130,000 | \$140,102 | \$99,530 | \$32,831 | \$7,741 | \$140,102 | \$0 |
| Subtotal Supplies/Materials | | \$4,796,487 | \$5,061,237 | \$4,158,902 | \$381,480 | \$520,855 | \$4,889,766 | \$171,470 |

| ACCOUNT | CLASSIFICATION | FY 23 ORIGINAL BUDGET | FY 23 ADJUSTED BUDGET | MAY EXPENDITURE | MAY ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|-------------------------------------|----------------------------|--------------------------|--------------------------|----------------------|---------------------|---------------------|----------------------|-------------------------|
| Property | | | | | | | | |
| 575008 | Furniture-Misc. | \$25,000 | \$15,058 | \$14,618 | \$440 | \$0 | \$14,618 | \$440 |
| 575200 | Office Equipment | \$160,000 | \$160,000 | \$102,371 | \$34,878 | \$22,751 | \$155,841 | \$4,159 |
| 575408 | Plant Equipment | \$40,000 | \$92,891 | \$18,193 | \$72,828 | \$1,871 | \$92,891 | \$0 |
| Subtotal Property | | \$225,000 | \$267,950 | \$135,182 | \$108,146 | \$24,622 | \$263,350 | \$4,600 |
| Other/Miscellaneous | | | | | | | | |
| 589021 | Mattatuck Museum | \$13,000 | \$12,375 | \$11,124 | \$1,251 | \$0 | \$12,375 | \$0 |
| 589034 | Board of Ed Commissioners | \$20,700 | \$20,700 | \$18,976 | \$0 | \$1,724 | \$20,700 | \$0 |
| 589036 | Emergency Fund | \$9,500 | \$9,298 | \$9,298 | \$0 | \$0 | \$9,298 | \$0 |
| 589056 | Waterbury Promise | \$500,000 | \$500,000 | \$500,000 | \$0 | \$0 | \$500,000 | \$0 |
| 589201 | Mileage | \$15,000 | \$15,000 | \$10,371 | \$0 | \$4,629 | \$15,000 | \$0 |
| 589205 | Coaches Reimbursements | \$7,000 | \$7,000 | \$900 | \$0 | \$6,100 | \$7,000 | \$0 |
| 589900 | Dues & Publications | \$60,000 | \$60,000 | \$59,819 | \$171 | \$10 | \$60,000 | \$0 |
| 591002 | Transfer to Sinking Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,020,000 | (\$2,020,000) |
| 591004 | Athletic Revolving Fund | \$135,000 | \$120,000 | \$72,262 | \$37,099 | \$10,639 | \$120,000 | \$0 |
| Total Other/Miscellaneous | | \$760,200 | \$744,373 | \$682,750 | \$38,521 | \$23,102 | \$2,764,373 | (\$2,020,000) |
| GRAND TOTAL OPERATING BUDGET | | \$158,375,000 | \$158,375,000 | \$124,759,640 | \$7,918,844 | \$25,696,516 | \$158,375,000 | \$0 |
| Other Additional Funding | | | | | | | | |
| | Alliance Non-Reform/Reform | \$33,534,869 | \$33,534,869 | \$21,796,000 | \$0 | \$1,178,869 | \$33,534,869 | \$0 |
| | GF Surplus 15-16 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 | \$0 | \$1,000,000 |
| | GF Surplus 14-15 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 | \$0 | \$1,000,000 |
| | GF Surplus 16-17 | \$450,000 | \$450,000 | \$0 | \$0 | \$450,000 | \$0 | \$450,000 |
| | Contingency Surplus | \$675,000 | \$675,000 | \$0 | \$0 | \$675,000 | \$0 | \$675,000 |
| | City Non Lapsing Account | \$500,000 | \$500,000 | \$0 | \$0 | \$500,000 | \$0 | \$500,000 |
| Total Additional Funding | | \$37,159,869 | \$37,159,869 | \$16,180,297 | \$0 | \$20,979,572 | \$33,534,869 | \$3,625,000 |
| GRAND TOTAL ALL FUNDING | | \$195,534,869 | \$195,534,869 | \$119,946,905 | \$16,139,223 | \$59,448,741 | \$191,909,869 | \$3,625,000 |

**CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

7/6/2023

Board of Education

Board of Education Commissioners:

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

FROM:

| Accounting Unit | Account | Description | Amount |
|------------------------|----------------|--------------------------|---------------|
| 80810001 | 511102 | Wendell Cross - Teachers | (\$1,300,000) |
| 81710001 | 511102 | Reed - Teachers | (\$700,000) |

TO:

| | | | |
|----------|--------|---|-------------|
| 87510001 | 522501 | District Wide - Health Benefit Contribution | \$2,000,000 |
|----------|--------|---|-------------|

Transfer is needed for additional contribution to the Health Benefit Fund.

FROM:

| Accounting Unit | Account | Description | Amount |
|------------------------|----------------|------------------------------------|---------------|
| 88031006 | 511225 | Opoer & Maint- Skilled Maintenence | (\$75,000) |
| 88061006 | 511226 | Oper & Maint - Custodians | (\$525,000) |

TO:

| | | | |
|----------|--------|---|-----------|
| 89510007 | 551000 | Student Transportation - Pupil Transportation | \$600,000 |
|----------|--------|---|-----------|

Transfer is needed to cover remaining bussing costs for Special Education transport.

FROM:

| Accounting Unit | Account | Description | Amount |
|------------------------|----------------|-----------------------|---------------|
| 82710001 | 511102 | Carrington - Teachers | (\$800,000) |
| 85110001 | 511102 | West Side Teachers | (\$695,015) |

TO:

| | | | |
|----------|--------|---|-------------|
| 88031006 | 591002 | Operation & Maint- Transfer to Sinking Fund | \$1,495,015 |
|----------|--------|---|-------------|

Transfer is needed for contibution to the Education Sinking Fund

| | | | |
|--------------|--|--|---------------------------|
| TOTAL | | | \$4,095,015 (\$4,095,015) |
|--------------|--|--|---------------------------|

Respectfully Submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, July 6, 2023

BOARD MEETING: Thursday, July 20, 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 |
|------------------|--|
| J. Miller | Rotella community room: Thurs., June 29th 8am – 3pm (support training / ESY-EAS administrators)) |
| J. Gopie | Rotella community room and 1 classroom with smartboard: Friday, June 30 th 7am – 3pm (continuation of Restraint Training for staff) |

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

SCHOOL PERSONNEL USE ONLY

DATE: 6.15.2023

TO: SCHOOL BUSINESS OFFICE

FROM: Jade L. Gopic

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

NAME OF SCHOOL REQUESTED: Rotella School

☒ Community Room

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms ^{1- classroom w/ smart Board}

DATES REQUESTED: June 29th + June 30th

FROM: 7 am/pm

TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Restraint Training for Summer Staff.

Jade L. Gopic
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

JUN 13 2023

SCHOOL PERSONNEL USE ONLY

DATE: 6/13/2023

TO: SCHOOL BUSINESS OFFICE
FROM: Special Education Department

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

NAME OF SCHOOL REQUESTED: Community Room at Rotella

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/29/2023
FROM: 8:00 am am/pm TO: 3:00 pm am/pm

FOR THE FOLLOWING PURPOSES:
Support training for Rob Davis for ESY/EAS administrators.

Jamie Miller, Special Ed Sup.

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, July 6, 2023
BOARD MEETING: Thursday, July 20, 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 |
|--------------|-----------------------------------|
|--------------|-----------------------------------|

REQUESTING WAIVERS:

| | |
|-----------------------|---|
| Zareena Majeed | Kennedy café: Sat., July 15, 2023 1:00 – 5:00 pm (Kennedy 10 year class reunion) (\$420.) (will only need Kennedy if raining/using Spring Grove if weather is ok) |
|-----------------------|---|

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

| | |
|--------------------------|--|
| CT. Rebound | Wilby gym: Mon., Tues., Thurs. 7/10 – 8/11/23 5:30 – 8:30 pm |
| D. Parker | (summer basketball program) |
| Waterbury Ballers | Generali gym: 6/26 - 8/3/23 Mon., Wed., Thurs. 5:00 – 7:45 pm |
| T. Lott | W. Cross gym: 6/26 – 8/3/23 Mon. thru Thurs. 5:30 – 7:30 pm |
| | Gilmartin gym: 6/28 – 8/3/23 Wed. & Thurs. 5:30 – 7:30 pm |
| | Crosby gym: 6/29 – 8/3/23 Tuesday & Thursday 5:00 – 8:00 pm |
| Grandville Acad. | Reed School soccer field area: Fridays July 14 to Aug. 25 |
| M. Mosley | 1:00 – 3:00 pm (golf instruction) |
| Rivera Memorial | Duggan gym health rm. : 7/1/23 to 6/30/24 week days 4:00-9:00pm |
| J. Ocasio | (sports programs) |
| Teams Locked In | Bucks Hill gym: 7/5 0 8/3/23 Mon. thru Thurs. 5:30 – 8:00 pm |
| A Johnson | (basketball program) |

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

CONTRACT#

APPLICANT Zareena Majeed NAME OF ORGANIZATION _____
ADDRESS 1540 Point Breeze Avenue Philadelphia, PA 19146 TELEPHONE # 203 721 5014
(street) (city) (state) (zip code)
SCHOOL REQUESTED J. F. Kennedy DATES July 15, 2023 ROOM(S) Cafeteria
OPENING TIME 1 PM CLOSING TIME 5 PM PURPOSE 2013-2013 Reunion
ADMISSION (if any) \$20 CHARGE TO BE DEVOTED TO Food/DJ/Souvenirs/Raffle baskets
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN _____
SIGNATURE OF APPLICANT ZM DATE 6/27/23

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

Zareena Majeed - Same address as listed above.

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. ZM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HA service per cust. (2) (\$420.)
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: Zareena Majeed

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Cafeteria

DATE(S): July 15, 2023

TIMES: 1:00 PM - 5:00 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

06/27/23
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 420.00
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#

APPLICANT DeVonne Parker NAME OF ORGANIZATION CT Reband
ADDRESS 146 Midwood Ave Wthg CT 06708 TELEPHONE # (203) 228-3144
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilby DATES 7/10 - 8/11/23 ROOM(S) Gym
OPENING TIME 5:30 pm CLOSING TIME 9:30 pm PURPOSE Basketball games and practice
ADMISSION (if any) free CHARGE TO BE DEVOTED TO mon - Tues - Thursday
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 45
SIGNATURE OF APPLICANT DeVonne Parker DATE 6/15/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Dryan Herion 203-887-5932 DeVonne Parker 203-228-3144 Andrew Williams
203-528-1353
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. 2.? (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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.

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

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Baller
ADDRESS 25 Grand Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) 203-805-1884
SCHOOL REQUESTED General DATES 6/26-8/3/23 ROOM(S) Gym
OPENING TIME 5:00 pm CLOSING TIME 7:45 pm PURPOSE Basketball Program
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 25
SIGNATURE OF APPLICANT _____ DATE 6-26-23

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

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)
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. TLB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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

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WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Baller
ADDRESS 25 Grand Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) 203-805-1884
SCHOOL REQUESTED W. CROSS DATES 6/26-8/3/23 ROOM(S) Gym
OPENING TIME 5:30 pm CLOSING TIME 7:30 pm PURPOSE Basketball Program
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] DATE 6-26-23

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

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)
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. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

Book

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

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Baller
ADDRESS 25 Grand Ave Waterbury CT 06709 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) 203-805-1884
SCHOOL REQUESTED Gilman DATES 6/28-8/3/23 ROOM(S) Gym
OPENING TIME 5:30 pm CLOSING TIME 7:30 pm PURPOSE Basketball Program
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 15
SIGNATURE OF APPLICANT [Signature] DATE 6-24-23

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

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)
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. TLB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

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

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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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 Terence Loft NAME OF ORGANIZATION Waterbury Baller
ADDRESS 25 Grand Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) 203-805-1884
SCHOOL REQUESTED CROSBY DATES 6/29-8/3/23 ROOM(S) Gym
OPENING TIME 5:00 pm CLOSING TIME 8:00 pm PURPOSE Basketball Program
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] DATE 6-26-23

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

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)
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. NO (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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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#

JUN 27 2023

APPLICANT Maurice Mosley NAME OF ORGANIZATION Cornville Academy

ADDRESS 66 Redcoat Rd (street) (city) (state) (zip code) TELEPHONE # 2035984101

SCHOOL REQUESTED Reed DATES July 14 - Aug 25 ROOM(S) 1 to 3 PM Soccer Field

OPENING TIME 1 CLOSING TIME 3 PM PURPOSE GOLF

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OF APPLICANT [Signature] DATE June 27, 2023

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

Maurice Mosley

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. MBM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

CONTRACT#

APPLICANT Jessica Ocasio NAME OF ORGANIZATION Rivera Memorial Foundation, Inc.

ADDRESS 186 Cherry Street, Waterbury, CT 06702 TELEPHONE # 475-235-3182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan DATES 7/01/23-06/30/24 ROOM(S) Gym/Health Room

OPENING TIME 4:00pm CLOSING TIME 9:00pm PURPOSE Sports Programs

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 45

SIGNATURE OF APPLICANT Jessica Ocasio DATE 6/27/23

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

Matt Ocasio, 475-235-31-82, 186 Cherry Street, Waterbury, CT 06702

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. JO (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION TEAM LOCKED IN

ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # 203.870.5269
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bucks Hill DATES July 5 - Aug 3 ROOM(S) Gym, 1 classroom

OPENING TIME 5:30 PM CLOSING TIME 8:00 pm PURPOSE Mentoring, basketball, games, practices

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-8 CHILDREN 10-50

SIGNATURE OF APPLICANT [Signature] DATE 6-27-23

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

Andre Johnson 110 Buckingham St. Waterbury, CT 06710 (203) 870-5269

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. AS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

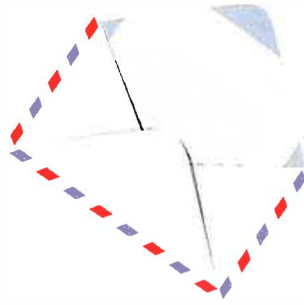
White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Monday
Thru
Thursday*



COMMUNICATIONS



June 13, 2023 through
July 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

June 7, 2023

Wendy Johns
300 Boston Post Rd.
West Haven, CT 06516

Dear Dr. Johns:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Provisional Director of Pupil Services (Req. #2024047) at \$160,000.00 per year. Please contact Dr. Ruffin, Superintendent of Schools at (203) 574-8000 ext. 11200 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 8, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 9, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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 School
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

June 7, 2023

Natalie Gonzalez
49 Grafton St.
Hartford, CT 06106

Dear Ms. Gonzalez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Chase Elementary School (Req. #2023663) at \$15.54 per hour. Please contact Michael Konopka, School Inspector at (203) 574-8000 x 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 8, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 9, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,
Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

June 8, 2023

Jetmir Dauti
61 Clearview Circle
Naugatuck, CT 06770

Dear Mr. Dauti:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Maloney Magnet School (Req. #2023881) at \$16.60 per hour. Please contact Michael Konopka, School Inspector at (203) 574-8000 x 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 6, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 22, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file

From: Karen Harvey <mintytub61@gmail.com>
Sent: Thursday, June 15, 2023 4:28 PM
To: Rocco Orso (BOE); LaToya Ireland
Cc: Carrie Swain
Subject: Bunker Hill Elementary School
Attachments: Resized_20230609_142521.jpg; Resized_20230609_142457.jpg; Resized_20230609_142450.jpg; Resized_20230609_142447.jpg; Resized_20230609_142515.jpg

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.

Hello Commissioners!

Hope you are well!

Attached are pics of the outside of Bunker Hill Elementary School. Parents approached me with the pics and concerns a few days ago at an event. I informed them that I'm no longer on the BOE but promised that I would forward their concerns to the appropriate people.

Please note that all visitors, late arrivers, parents, etc., use this area to enter/exit the building. The concerns are with the condition of the pillars or columns. According to the parents, this has been reported to the administration of the school,

Thanks for looking into this matter. Have a great summer!

Sincerely,

Karen

Karen Harvey
Former BOE Commissioner
Waterbury Promise Board of Directors -VP



The City of Waterbury
Finance and Audit Review Commission
235 Grand Street, Waterbury, CT 06702

June 7, 2023

Honorable Board of Education:

We respectfully submit the City of Waterbury Follow-up Review of Waterbury Public School System Information Technology Equipment Audit for your review and comments.

Paul Buzzelli, Chairman
Finance and Audit Review Commission