



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: May 31, 2023

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, June 1, 2023,
Maloney Magnet School

The Committees of the Board of Education will meet on Thursday, June 1, 2023, 5:30 p.m., Maloney Magnet School, Cafetorium, 233 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/5t4-l8qn5EI>.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

PRINCIPAL'S REPORT ~ Diane Bakewell

1. Committee on Finance/5 minutes ~ Request approval of Amendment One (1) to the Professional Services Agreement with Sue Vivian, Consultant, for services under the Quality Enhancement Grant – K. Pisano.
2. Committee of the Whole/10 minutes ~ Special Education and Pupil Personnel Reports – M. Pabón, M. Rodriguez, S. Walsh.
3. Committee of the Whole/10 minutes ~ Waterbury Teachers Association regarding school safety – K. Egan.
4. Committee of the Whole/10 minutes ~ Discussion: 2023/2024 school year calendar – Dr. Ruffin.
5. Committee on Finance/2 minutes ~ Request approval of Amendment Three (3) to the Agreement with Adelbrook, Inc. for educational services for children with disabilities – M. Pabón.
6. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with American School for the Deaf for educational services for children with disabilities – M. Pabón.
7. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with Area Cooperative Educational Services (ACES) for educational services for children with disabilities – M. Pabón.
8. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with Aspire Living & Learning, Inc. f/k/a The Institute of Professional Practice, Inc. for educational services for children with disabilities – M. Pabón.

9. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with Benhaven, Inc. for educational services in for children with disabilities – M. Pabón.
10. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with Cooperative Educational Services for educational services for children with disabilities – M. Pabón.
11. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with Specialized Education of Connecticut, Inc. d/b/a High Road School for educational services for children with disabilities – M. Pabón.
12. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with St. Vincent’s Special Needs Center, Inc. for educational services for children with disabilities – M. Pabón.
13. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with University of Saint Joseph for educational services for children with disabilities – M. Pabón.
14. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with Waterford Country School, Inc. for educational services for children with disabilities – M. Pabón.
15. Committee on Finance/2 minutes ~ Request approval of an Agreement with Hartford Hospital, through the Institute of Living’s Grace S. Webb School, for educational services for children with disabilities – M. Pabón.
16. Committee on Finance/2 minutes ~ Request approval of an Agreement with Children’s Community School, Inc., for transitional services for children with disabilities – M. Pabón.
17. Committee on Finance/2 minutes ~ Request approval of an Agreement CW Resources, Inc. for transitional services for children with disabilities – M. Pabón.
18. Committee on Finance/2 minutes ~ Request approval of an Agreement with Hispanic Coalition of Greater Waterbury, Inc. LLC for transitional services for children with disabilities – M. Pabón.
19. Committee on Finance/2 minutes ~ Request approval of Amendment One (1) to the Agreement with Capital Region Education Council (CREC) for psychological services – D. Schwartz.
- 19a. Committee on Finance/2 minutes ~ Request approval to apply for the CSDE Primary Mental Health Program Grant – L. Allen Brown, J. Frenis, D. Schwartz.
20. Committee on Finance/2 minutes ~ Request approval of Amendment Four (4) to the Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum – J. Frenis, M. Merati.
21. Committee on Finance/2 minutes ~ Request approval of Amendment Four (4) to the Professional Services Agreement with Cormier Consulting, LLC for teacher and administrator professional development – J. Frenis.
22. Committee on Finance/3 minute ~ Request approval of an Amendment with Waterbury Youth Services Inc. for the Waterbury Youth Services' Reboot Pilot Program – L. White.

23. Committee on Finance/2 minute ~ Request approval of an Amendment to the Professional Services Agreement with PowerSchool Group, LLC for Naviance by PowerSchool for consulting and professional learning services – N. Toucett.
24. Committee on Finance/3 minutes ~ Request approval of Amendment Four (4) to the Professional Services Agreement with ESS Northeast, LLC for substitute teachers and paraprofessional staffing – J. Mendoza.
25. Committee on Finance/5 minutes ~ Request approval of contract with CT Combustion Corporation for boiler system replacement at Driggs and Generali Elementary Schools – N. Albini.
26. Committee on Finance/5 minutes ~ Request approval of contract with CT Combustion Corporation for boiler system replacement at Maloney Magnet School and Washington Elementary School – N. Albini.
- 26a. Committee on Finance/5 minutes ~ Request approval of a contract with Utility Communications, Inc. for S2 Maintenance and Milestone Service and Support – D. Barry, W. Zhuta.
27. Committee on Building & School Facilities/5 minutes ~ Request approval of Review of Final Plans, SCG-042, for the Kennedy High School Roof Project, State Project #151-0307 RR – N. Albini.
28. Committee on Building & School Facilities/2 minutes ~ Request approval of Review of Final Plans, SCG-042, for the Sprague School Roof Project, State Project #151-0308 RR – N. Albini.
29. Committee on Building & School Facilities/2 minutes ~ Request approval of Review of Final Plans, SCG-042, for the Tinker School Roof Project, State Project #151-0309 RR – N. Albini.
30. Committee of the Whole/5 minutes ~ Request approval of the Educational Specifications for the proposed Chase Municipal Building Rehabilitation Project – N. Albini.
31. Committee of the Whole/5 minutes ~ Summer Learning Experiences 2023 – J. Frenis, J. Gopie, J. Johnson.
32. 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.
 - d) Transfer in the 2022/23 Capital Improvement Budget – D. Biolo.
33. Superintendent's Update ~ Dr. Ruffin.
34. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – N. Albini.
35. Superintendent's Notification to the Board/5 minutes:
 - a. Extended Academic Support (EAS) Summer School appointments:

<u>Name</u>		<u>Position</u>	<u>Location</u>
Booker	Wanda	Hall Monitor	HS @ WAMS
Bernardini	James	Hall Monitor	HS @ WAMS
Gilmore	Jordan (external)		WSMS

Patnaude	Nicholaus	ELA	WSMS
Demiraj	Brunilda	Bilingual	NEMS
Galpin	Lindsay (external)	ELA	NEMS
Abarzua	Lauren	Carrington	Kindergarten
Albanese	Thomas	Carrington	2nd
Davino	Melissa	Carrington	Kindergarten
Doolan	Heidi	Carrington	Kindergarten
Doyle	Kylie (external)	Carrington	Teacher
Fleming	Sonya	Carrington	1st
Gorman	Regina	Carrington	1st
Marquez	Chakira	Carrington	5th
Morales	Barbara	Carrington	5th
Palmer	Christina	Carrington	1st
Pastore-Quezada	Paula-Ann	Carrington	2nd
Robinson	Debra	Carrington	SW Facilitator
Rosado	Jeffrey	Carrington	4th
Ventura	Lisa	Carrington	Secretary
Winston	Aina	Carrington	3rd
DeSena	Deanna	Duggan	Kindergarten
Field	Susan	Duggan	5th
Gaudiosi	Karen	Duggan	3rd
Johnson	Domonique	Duggan	Secretary
Mancini	Mark	Duggan	4th
McCasland	Maureen	Duggan	Kindergarten
Ouellette	Katelynn	Duggan	5th
Rush	Colleen	Duggan	1 st Substitute
Teel	Makenzie	Duggan	5th
Wells	Kelley	Duggan	4th
Blake	James	Gilmartin	5th
Guerrera	Aimee	Gilmartin	Kindergarten
Hulteen	Lisa	Gilmartin	4th
Kershaw	Tania	Gilmartin	2nd
McCue	Erin	Gilmartin	4th
McManus	Michael	Gilmartin	Kindergarten
Porcaro	Stefanie (external)	Gilmartin	Teacher
Rizzo	Lisa	Gilmartin	SW Facilitator
Savarese	Catherine	Gilmartin	Kindergarten
Smolley	Nicole	Gilmartin	1st
Sodano	Bridgette	Gilmartin	3rd
Tejada	Felizaida	Gilmartin	3rd
Virdee	Robin	Gilmartin	2nd
Wehry	Nina	Gilmartin	Secretary
Bell,	Teresa	Reed	3rd
Betancourt	Patty	Reed	3rd
Cavila	Emily (external)	Reed	Teacher
Chieppo	Christopher (external)	Reed	Teacher
Ciccone	Melissa	Reed	SW Facilitator
Cruz	Mayra	Reed	5th
Edwards	Cara	Reed	4th
Grassi	Carmen	Reed	Secretary
Marquez	Chakira	Reed	5th
Milera-Rivera	Lyriss	Reed	1st
Nazario	Katherine	Reed	2nd
Osagie	Nancy (external)	Reed	Teacher
Reddinger	Megan	Reed	Kindergarten
Robalino	Alexandra	Reed	Kindergarten BL
Roy	Brittany	Reed	Kindergarten
Scanlon	Amy	Reed	2nd
Tuite	Maeve	Reed	4th

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

<u>WTA Teachers</u>	<u>WTA Support Staff</u>	<u>Paras as teachers</u>	<u>Paraprofessionals</u>
Bleu, Lisa	Atkins, Debra	Clemente, Nera	Bouley, Allyssa
Boampong, Christine	Bandurski, Andrew	Dowdell, Angelica	Cintron, Miriam
Burke, Heather	Fay, Heidi	Forestier, Sarah	Diaz, Mildred
Daly, Terri	Grabherr, Karen	Grossman, Melissa	Gibson, Patrick
Delano, Teresa	Jester, Kristin	Hage, George	Harrison, Arthur
Dilonardo, Rachel	Krampitz, Paula	Kowal, Michelle	Hunter, Zaire
Felton, Margaret	Lehane, Danielle	Marchetti, Michelle	Lucas, Leticia
Frigo, Mark	Masayda, Rebecca	Padua, Maria	McLeod, Delmore
Grendzinski, Katie	Morales, Elizabeth	Potts, Tawnesha	Ortiz, Maegan
Grillo, Heather	Murphy, Jame	Rinaldi, Joseph	Pittman, Alexi
Hart, Rebecca	Sonnenschein, Esther	Rodriguez, Jessica	Quintana, Carolyn
Kaponis, Rachael	Zamora, Angel	Silver, Sarah	Santiago, Maritza
Laurent, Janine		Sylvester, Christiana	
Mancini, Laure-Lyne		Teal, Amanda	
Murphy, Army			
Piccolo, Carla			
Quispe, Magda			
Rivera, Ana			
Rupe, Michele			
Schaefer, Courtney			
Scrivano, Cynthia			
<u>External Applicant</u>	<u>ESS Sub</u>		
Robinson, Yolanda	Capobiano, Olivia		

c. Miscellaneous Summer School Programs appointments:

<u>Name</u>	<u>Position</u>	<u>Location/Program</u>
Alexander, Lisa	Secretary (partial)	RMS
Biolo, Dawn	Math Coach	RMS
Coles, Antonio	AV Tech (partial)	RMS
Cruess, Carla	Principal	RMS
Daddona, Stacy	Classroom Assistant	RMS
Desanto, Christine	Grade 5	RMS
Gannon, Daniel	Grade K	RMS
Ignacio, Lyndsy	Grade 1	RMS
Kodra, Filloreta	Classroom Assistant	RMS
Matthews, Julia	Sub	RMS
Monroe, Mary	Grade 3	RMS
Rosser, Joseph	Computer Tech (partial)	RMS
Russaw, Crystal	Grade PreK	RMS
Salvatore, Melissa	Classroom Assistant	RMS
Santovasi, Monica	Sub	RMS
Simoese, Odette	Sub	RMS
Stevens, Jeanne	Literacy Coach	RMS
Tytymoe, Yllke	Classroom Assistant	RMS
Wallace Dana	Administrator Sub	RMS
Zaccagnini, Krista	Grade 2	RMS
Purnawasi, Muniram	Math	CHS Early College High Summer
Betjemann, Eva	Grade 5 to 6 Teacher	WAMS Transition Program
Burns, John	Student Behaviorist	WAMS Encore

d. Adult Education summer appointments effective July 3, 2023:

<u>NAME</u>	<u></u>	<u>POSITION</u>	<u>HRS/RATE</u>
<u>ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):</u>			
Glass	Rosalyn	Substitute	@\$34.00 p/hr.
Highsmith	Carolyn	Health Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Mobilio	James	Social Studies Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Moreau	Margaret	Math Instructor	21 hrs. p/wk. @ \$34.00 p/hr.

Mottillo	Carissa	English Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Person	Jocelyn	Science Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Riemer	Wayne	English Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
<u>CT ADULT VIRTUAL HIGH SCHOOL:</u>			
Barbieri	Stephen	Coordinator	5 hrs. p/wk. @ \$26.79 p/hr.
Scurso	Laurie	Mentor	4 hrs. p/wk. @ \$34.00 p/hr.
<u>AHSCDP INDEPENDENT PROJECTS:</u>			
Curci	Joseph	Earth Science	10 hrs. p/wk. @ \$34.00 p/hr.
Glass	Rosalyn	English Usage	10 hrs. p/wk. @ \$34.00 p/hr.
<u>ADULT BASIC EDUCATION (ABE)/GENERAL EDUCATION DEVELOPMENT (GED):</u>			
Baranowski	Judith	ABE Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
McDonald	Brian	GED Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
<u>GUIDANCE STAFF:</u>			
Aucella	Laurence	ESL School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
Jordan	Ellen	School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
Volikas	Katherine	School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
<u>ENGLISH AS A SECOND LANGUAGE (ESL):</u>			
Chenas	Stanley	ESL Facilitator	30 hrs. p/wk. @ \$34.00 p/hr.
Salgado	Roberto	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Scurso	Laurie	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Stinson	Rebecca	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Xhafi	Ermonela	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
<u>LITERACY, ADULT AND COMMUNITY EDUCATION SYSTEMS (LACES):</u>			
Monaco	Roxanne	Administrator	12 hrs. p/wk. @ \$38.33 p/hr.
<u>TECHNOLOGY:</u>			
Blancato	Alfred	Computer Analyst	30 hrs. p/wk. @ \$24.00 p/hr.
Santoro	Joseph	Computer Analyst	30 hrs. p/wk. @ \$24.00 p/hr.
<u>EDUCATIONAL AIDES:</u>			
Nonamaker	Kim	ABE	21 hrs. p/wk. @ \$21.50 p/hr.
Pelletier	Laurie	GED	21 hrs. p/wk. @ \$21.50 p/hr.
SantaBarbara, Sr.	Louis	Res. Room/Registration	21 hrs. p/wk. @ \$21.50 p/hr.
<u>GED EXAMINATION:</u>			
Bacik	Madeleine	CBT Test Administrator	As needed @ \$27.36 p/hr.
Felton	Tanya	CBT Test Administrator	As needed @ \$17.56 p/hr.
Rinaldi	Nancy	CBT Test Administrator	As needed @ \$15.85 p/hr.
Iasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr.
<u>SECURITY:</u>			
Iasevoli	Luigi	Security	35 hrs. p/wk. @ \$20.00 p/hr.
<u>CUSTODIAL/AIDES:</u>			
Cintron	Cameron	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Evon	Randy	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Iaiennaro	Michael	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Iasevoli	Peter	Head Custodian	35 hrs. p/wk. @ \$16.50 p/hr.
McLean	William	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.

e. Voluntary Clean Opening transfers effective 2023/24 school year (08/23/23):

<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School Location (Temporary)</u>	<u>TO: New School Location (Permanent)</u>
Arzuaga	Karen	Districtwide SLP	Districtwide SLP

Awwad	David	WMS Science Gr 7	WMS Science Gr 7
Bajraktarevic	Zehra	Regan Elem. School Counselor	Regan Elem. School Counselor
Bonvento	Victoria	WAMS Science Gr 7	WAMS Science Gr 7
Calmar	Charles	State Street Tech Ed - Info Tech/Construction	State Street Tech Ed - Info Tech/Construction
Cassella	Mark	WMS ELA Gr 6	WMS ELA Gr 6
Diorio	Jennifer	WAMS Math MS Gr 7	WAMS Math MS Gr 7
Dipietro	Michelle	Bucks Hill Spec. Ed - CBL Prog.	Bucks Hill Spec. Ed - CBL Prog.
Dobransky	Christopher	WHS PE/Health	WHS PE/Health
Ferati	Jeanette	Maloney Gr 1	Maloney Gr 1
Frigo	Mark	WHS Spec. Ed - Essential Skills	WHS Spec. Ed - Essential Skills
Gracy	Andrea	Tinker Gr K	Tinker Gr K
Haynes	Ralph	WHS Spec. Ed-Work to Trans.	WHS Spec. Ed-Work to Trans.
Johnson	Joshua	WHS Business	WHS Business
Mannikko	Forest	WHS ELA HS	WHS ELA HS
Marchand	Jeremy	WMS Social Studies MS	WMS Social Studies MS
McAloon	Katelyn	DW Social Worker	DW Social Worker
Milera-Rivera	Lyris	Bunker Hill Gr 1	Bunker Hill Gr 1
Murph	Tyrone	Gilmartin Gr 5	Gilmartin Gr 5
Murtishi	Shaban	NEMS PE/Health	NEMS PE/Health
O'Keefe	Kathleen	WSMS ESL	WSMS ESL
Reynolds	Erin	Reed ELA Gr 6	Reed ELA Gr 6
Saucier	Anne Marie	Sprague Special Ed Elem.	Sprague Special Ed Elem.
Segarra	Israel	Tinker Gr 5	Tinker Gr 5
Shippee	Kieran	KHS PE/Health	KHS PE/Health
Simpson-McGowan	Dainty	Reed Math/Science Gr 6	Reed Math/Science Gr 6
Stolfi	Christine	KHS Special Ed - STEP 2 NVCC Program	KHS Special Ed - STEP 2 NVCC Program
Taylor	Jamie	Bucks Hill Spec. Ed - CBL Prog.	Bucks Hill Spec. Ed - CBL Prog.
Tiru	Eddie	WHS ESL	WHS ESL
Tuite	Maeve	Bucks Hill Gr 4	Bucks Hill Gr 4
Valeri	Robert	CHS Social Studies HS	CHS Social Studies HS
Vasquez	Valerie	Walsh Gr K	Walsh Gr K
Williams	Chelcey	Regan Gr K	Regan Gr K
Winston	Aina	Driggs Gr 3	Driggs Gr 3
<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School Location</u>	<u>TO: New School Location</u>
Barone	Stephen	Enlightenment Social Studies	Reed Social Studies MS. Gr 7
Bizati	Liridona	Wilson Gr 3	International Gr 3 English
Caron-Lichaj	Nicole	Enlightenment FCS - Child Dev.	KHS FCS-Home Economics
Cassidy	Haley	Rotella Gr 4	NEMS Math MS. Gr 6
Choi	Michele	Reed Gr 5	Wendell ELA MS Gr 6
Cipriano	Stacy	Regan Gr 2	WMS ELA MS Gr 6
Danziger	Byron	Wendell PE/Health	Walsh PE/Health
Fengler	Kelly	Wilson Gr 2	Driggs Gr 2
Ferrucci	Kathleen G	Kingsbury Gr 4	Kingsbury Gr 3
Freitas	Ashley	WCA Math HS	WCA Guidance Counselor
Gjolle	Besmira	Generali ESL	WCA/Wilson Split ESL
Gonzalez Perez	Emilse	CHS World Language - Spanish	WAMS World Lang. - Spanish
Gutierrez	Jon	WMS Computer Ed	WMS ELA MS Gr 8
Hernandez-Santiago	Cynthia	WMS Special Ed MS	Enlightenment Special Ed HS
Homewood	Gregory	Washington Gr K	Tinker Gr K
Klesyk	Mary	Bucks Hill Gr 5	Washington Gr 4
LeVasseur	Daniel	Wilson Gr 5	Carrington Gr 2
Mancinone	Taylor	Chase Gr 3	Chase Gr 1
McCartin	Sarah	Wendell Social Studies Gr 6	Wendell Social Studies Gr 7-8
McKenna	Eibhlin	Chase Gr 5	Chase Literacy Title I
Mercogliano	Cyndi	WMS ELA Gr 8	CHS ELA HS
Mulla	Julita	Sprague Gr 4	Generali Gr 2

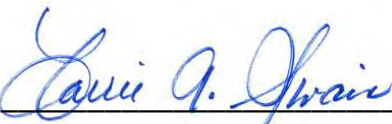
Newman	Suzanne	Sprague Gr 1	Carrington Reading
Otero Lopez	Javier	Hopeville Bilingual Gr 4	KHS Bilingual Science
Paolino	Antionietta	Wilson Gr 2	Wilson ESL
Philips	Cheryl	Rotella Gr 5	Kingsbury Gr 5
Pierce	Karen	Enlightenment Special Ed MS	Carrington Special Ed MS
Rayer	Pauline	Rotella Gr K	Wilson Gr K
Rodriguez Velez	Nanichi	Bucks Hill Bilingual Gr 2	International Gr 3 Spanish
Ruiz	Jessica	Bunker Hill Gr 5	WSMS ELA MS Gr 6
Swanson	Lisa	State Street Business	Walsh Gr 1
Terenzi	Timothy	WMS PE/Health	WHS PE/Health
Testa	Michelle	Wendell Library Media Spec.	Bunker Hill Library Media Spec.
Tramontanis	Brittany	Tinker Gr 3	Kingsbury Gr 4
Uraco	Rachel	Wilson Gr 5	Tinker Gr 3
Wallace	Kara	Rotella Gr 2	Rotella Math Facilitator
Williams	Richard	WMS Math MS Gr 6	WMS Numeracy MS
Wilson	Allison	Reed Special Ed PreK	Bucks Hill Annex PreK Reg. Ed Co-taught

f. Resignations

Wojteczko, Joanna – School Counselor, Gilmartin School, effective 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



Waterbury School Readiness

Executive Summary

DATE: April 6, 2023
TO: Honorable Board of Education
From: Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting for your approval an amendment to the agreement with Susan Vivian Consulting who is currently providing job-embedded, evidence based coaching for early childhood providers that focuses on supporting teachers use of effective teaching practice that lead to positive outcomes for children.

Sub-grantees submitted proposals in accordance to the process specified by the City of Waterbury Procurement Ordinances through RFP # 7187 and the Connecticut Office of Early Childhood School Readiness Quality Enhancement Grant Program Application for Priority School Districts. All proposals were reviewed and on April 12, 2022 the Waterbury School Readiness Council voted to award the contract to Susan Vivian.

In October 2022, the Council was notified that Waterbury School Readiness would be receiving an additional Grant referred to as the Administrative Funds Enhancement Grant. The State recognizes that Priority School Districts with allocations exceeding \$1.5 million in School Readiness space funding are subject to an administrative funding cap of \$100,000 per year and have been underfunded for some time. This lack of funding has presented communities with many challenges to conduct the work in a manner that consistently supports program quality, and the coordination and administration of the School Readiness grants.

In response, the State is providing districts meeting the criteria listed above with additional administrative funds to access the resources needed to support the role of the School Readiness Liaison in this work. These funds shall be provided through Administrative Funds Enhancement Grants for fiscal years 2023 and 2024. An application was not required to receive these funds.

This amendment changes the funding source for this agreement to the new Administrative Funds Grant. There is no change in scope of services or cost.

Respectfully submitted,

Krista Pisano

Waterbury School Readiness

AMENDMENT #1
To
Professional Services Agreement
RFP No. 7187
for
Consultant Services Under the Quality Enhancement Grant
between
The City of Waterbury, Connecticut
and
Vivian Sue, Consultant

THIS AMENDMENT (“Amendment #1”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Sue Vivian (the “Consultant” or “Sue Vivian”), 54 Buckland Street, Plantsville, CT 06479 (jointly referred to as the “Parties” to this Amendment #1).

WHEREAS, the City was awarded a School Readiness-Priority Quality Enhancement Grant for July 1, 2022 through June 30, 2023, grant number 151-002-11000-16158-2023-82079-170018 in the amount of \$75,641.00 (“Quality Enhancement Grant”); and

WHEREAS, the Consultant responded to the City of Waterbury Request for Proposal (“RFP”) No. 7187 and was selected to provide Consultant Services under the Quality Enhancement Grant; and

WHEREAS, the City and the Consultant entered into an Agreement for Consultant Services Under the Quality Enhancement Grant, effective September 30, 2022 (the “Agreement”); and

WHEREAS, the City was awarded the School Readiness Administrative Funds Enhancement Grant from July 1, 2022 through June 30, 2023 (grant number 0000000151-02 12060-28227-2023-83014-170002-OEC00015), in the amount of \$148,719.00, dated February 3, 2023 (“Administrative Funds Enhancement Grant”); and

WHEREAS, in accordance with Section 21 of the Agreement, the parties agree to amend the Agreement to provide funding for the Agreement under the School Readiness Administrative Funds Enhancement Grant; and

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

- 1. The Contract Recitals/Preamble at the beginning of the Agreement shall be amended to read as follows:**

WHEREAS, the City was awarded a School Readiness-Priority Quality Enhancement Grant, for July 1, 2022, through June 30, 2023, grant number 151-002-11000-16158-2023-82079-170018, in the amount of \$75,641.00; and

WHEREAS, the Consultant responded to the City of Waterbury RFP 7187, and was awarded an agreement for the Quality Enhancement Grant Period for the year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded the School Readiness Administrative Funds Enhancement Grant from July 1, 2022 through June 30, 2023 (grant number 0000000151-02 12060-28227-2023-83014-170002-OEC00015), in the amount of \$148,719.00, dated February 3, 2023 (“Administrative Funds Enhancement Grant”); and

WHEREAS, the City desires to obtain the Consultant's services for FY 2022-2023 pursuant to the terms, conditions and provisions set forth in this Agreement, the School Readiness Quality Enhancement Grant, and the School Readiness Administrative Funds Enhancement Grant documents (the “Project”).

2. Sections 1.1 of the Agreement shall be amended to read as follows:

1.1. The Project consists of, and the Consultant shall provide, services to enhance quality in early childhood programs by providing 30 days of professional development and coaching for staff, 1.5 days of preparation days, end of year reports and meetings with the School Readiness Liaison; all in accordance with the Consultant’s Proposal/Scope of Services (“Scope of Services”) attached hereto as **Attachment A**. The Parties agree that the services provided may be done virtually and/or in-person. Consultant shall provide all other services and materials as more particularly 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 and/or are acknowledged by the Sub-Grantee as having been received, and are incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** School Readiness and Quality Enhancement Grant, consisting of 27 pages, incorporated herein by reference;
- 1.1.2** School Readiness – Priority Quality Enhancement Grant Award Notification for Fiscal Year 2022-2023 (Grant Number 151-002 11000-16158-2021-82079-170018), dated July 13, 2022, consisting of 1 page, incorporated herein by reference;
- 1.1.3** School Readiness Administrative Funds Enhancement Grant Award Notification for Fiscal Year 2022-2023, dated February 3, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00015), consisting of 1 page, incorporated herein by reference.
- 1.1.4** Scope of Services for FY2022-2023, prepared by Sue Vivian, consisting of 1 page; attached hereto;
- 1.1.5** City of Waterbury RFP 7187, incorporated herein by reference;
- 1.1.6** Consultant’s response to City of Waterbury RFP 7187, incorporated herein by reference;
- 1.1.7** Certificates of Insurance, incorporated herein by reference;
- 1.1.8** Licenses, incorporated herein by reference;
- 1.1.9** All applicable Federal, State and local statutes, regulations, charters and ordinances, incorporated herein by reference.

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

1. School Readiness Administrative Funds Enhancement Grant Award Notification for Fiscal Year 2022-2023, dated February 3, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00015), consisting of 1 page, attached hereto.

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

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

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

CONSULTANT: SUE VIVIAN

Michael Brezicki

Sign & Print name

By:

Samantha Penk

Signature

Amanda Brezicki

Sign & Print name

Its: SLV, Early Childhood Consultant

Date: 4.4.23

ATTACHMENT A to Amendment #1

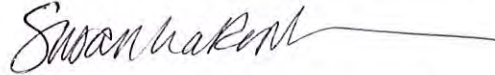
1. School Readiness Administrative Funds Enhancement Grant Award, dated February 3, 2023 (Grant Number 0000000151-02 12060-28227-2023-83014-170002-OEC00015), consisting of 1 page, attached hereto.

SOLE PROPRIETOR COMPANY RESOLUTION

I, Susan Vivian, hereby certify that I am the owner duly authorized and acting owner of the Sue Vivian, Early Childhood Consultant, organized and existing under the laws of the State of Connecticut, and do hereby certify that the following facts are true and were taken from the records of said sole proprietorship.

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

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



IN WITNESS WHEREOF, I hereunto set my hand of the Sue Vivian, Early Childhood Consultant (company), this 5 day of April, 2023.

State of Connecticut
(city/town), (date)
County of Hartford

Susan Vivian being duly sworn, deposes and says that s/he is the sole proprietor of Early Childhood Consult. and that the statement herein is true and correct.

Subscribed and sworn to before me this 5 day of April, 2023.


Notary Public

My Commission Expires: **Commission Expires 3/31/2027**

#2



Special Education & Pupil Services Updates

Miguel Pabon
Director of Pupil Services

Melina Rodriguez
Assistant Director of Pupil Services

Sharon Walsh
Interim Assistant Director of Pupil Services

**Board of Education
Presentation**
Thursday, June 1, 2023

Special Education Update

Special Education Enrollment / Prevalence

	2021-2022	2022-2023	Increase
Total District Enrollment	18562	18595	33
Total Sped Enrollment PK - 12	3824	3850	26
District Prevalence Rate	20.6%	20.7 %	+0.1 %

* Comparison as of October 1st

Special Education Department Updates:

- Organizational Restructure of Special Education Department:
 - Related to the Special Education Audit Considerations
- Restructure includes the following:
 - Assistant Directors (2)
 - Assist in leading the work of the Special Education/Pupil Services Department
 - Supervisor Assignments aligned as follows:
 - School Based
 - Supervisors more accessible to School Administrators and Staff
 - Special Programs
 - Supervisors assigned to District Special Programs (i.e., Autism, BDLC, Essential Skills, etc.)
 - Pupil Services
 - Supervisor assigned to District -wide Pupil Services Initiatives (i.e., SEL, MTSS, Mental Health Partnerships, etc.)

Miguel Pabon Director of Pupil Services					
Sharon Walsh Assistant Director of Pupil Services (Interim)			Melina Rodriguez Assistant Director of Pupil Services		
Supervisors for Schools					
Nancy Hill	Alison Finley	Kimberly DiVergilio	Robert Delaney	Wendy Santarsiero	Donajeane Belcher
Kingsbury Sprague Chase Regan Reed (PK-8)	Driggs Hopeville Tinker Washington Gilmartin (PK-8)	Maloney Rotella International Wendell Cross (PK-8) WAMS (6-12) Kingsbury (Temp.)	Duggan (PK-8) West Side M.S. Kennedy H.S. Regan (Temp.)	Wallace M.S. Crosby H.S. W. Career Academy	Carrington (PK-8) North End M.S. Wilby H.S.
Supervisors for Special Programs Districtwide					
Jamie Miller	Alice Heintz	Michelle Bibeau	Chayna Nath	Lisa Brown	Vacancy (covered by Melina Rodriguez)
Districtwide Early Childhood -Sped OEC - SPED Co-Taught PK & K PK Program @BH Annex Sprague (Temp.)	<i>Districtwide</i> ESC, SCOPE, Transition & Step2NVCC Walsh School Reed (Temp.)	Districtwide Autism K-12 Generali Bucks Hill	<i>Districtwide</i> BDLC - K-12 Bunker Hill Wilson Chase (Temp.)	Alternative Schools & Outplacements OOD – Sped & Foster Non-Public Schools BCCS State Street Enlightenment	Districtwide Pupil Services & Programs (MTSS, SEL, PBIS, Project AWARE, DESSA, Handbook, Partnerships Liaison)



Special Education Department Updates:

- Continuum of Services - Programs for Specialized Populations:
 - Related to the Special Education Audit Considerations
- As part of the Department Restructure, we now have one supervisor overseeing each of our specialized programs districtwide, including:
 - Autism
 - BDLC
 - Essential Skills/SCOPE/CBT/Transition
 - Early Childhood
 - Alternative Programs/Placements
- Outcomes:
 - Review/revise program specific manuals with clear entry/exit criteria
 - Provide program specific guidance and build staff capacity
 - Alignment of resources K -12
 - Collaborate to create a common referral packet and review process for consideration into each program
 - Review enrollment data and provide feedback regarding need for expansion of programs

Staffing Updates

	New Hires (July 1, 2022 to present)	Vacancies (as of April 30, 2023)
Special Education Teachers	20	54
Speech Clinicians	3	5
Social Workers	6	3
School Psychologists	1	7
Paraprofessionals	66	59

Ongoing Efforts to Address Vacancies

- **Utilization of CSDE flexible staffing options:**
 - Para-Educator Pathways to Temporary Authorization in Special Education
 - 21 - Long Term Para Sped Authorizations utilized
- **Expansion of Contracted Services:**
 - Extended current vendor contracts for staffing
 - i.e., RBTs, Speech, Psychological Assessments, etc.
- **Development of New Contracts:**
 - Certified Nursing Assistants are now being utilized as a temporary measure to assist in some of our specialized programs for students with significant development needs.
 - Approximately 41 CNAs being utilized

Ongoing Efforts to Address Vacancies

- **Collaboration with our Human Capital Department on Recruitment and Retention Initiatives:**
 - Utilize Flexible Staffing (DSAP, Sub Pending Cert., Emergency Endorsements, Reciprocity)
 - Work closely with WTA teachers Union on MOAs with students at the center
 - Collaborating with our substitute teacher service provider ESS to support schools
 - Advertise and Maintain Active Social Media Presence (Billboards, Websites etc)
 - Recruitment Emails -All CT Certified SPED Teachers multiple times
 - Cultivate New Partnerships with Universities for student teaching and job postings
 - Human Capital Talent Supervisors Attend Career Fairs (Virtual & In -Person, in-state and out -of-state)
 - Share positings with community and professional organizations
 - Waterbury U -Micro -Credential Program
- **Collaboration with Civil Service Department in Recruitment of Paraprofessionals**
 - Utilize multiple social media platforms to advertise, including ParentSquare
 - Civil Service Office administers the ParaPro Exam, which has positively impacted hiring staff

Special Education Department Updates:

- Building Staff Capacity:
 - Related to the Special Education Audit Considerations
- 2022-2023 : Major Focus Areas
 - IEP Quality Training
 - Ongoing training for staff to support the implementation of the new IEP
 - Training provided virtually in cohorts of 50 participants
 - CT-SEDs Training
 - New Statewide Special Education Data System

CT-SEDS Update:

- **CT-SEDS (Special Education Data System)**
 - NEW electronic IEP system for all of Connecticut
 - Statewide Implementation starting July 1, 2022
- **CT-SEDS Rollout:**
 - July 2022: Expert Trainer Workshops
 - August 2022: Initial Training for Special Education/ Pupil Services Staff
 - Ongoing: Sped Dept. Virtual Office Hours for Staff (weekly/ monthly)
 - Ongoing: Supervisors attended Virtual Training offered by CSDE
 - March 2023: Virtual Workshop for Parents
 - May 2023: Additional Training Sessions (in-person) for Staff
 - Summer 2023: Plan to offer additional Training Sessions





WATERBURY PUBLIC SCHOOLS

Please join us for a virtual information session as we introduce the new special education data system and parent access.

Parent's Introduction to
Audience: Parents of students with an IEP



JOIN US



Scan or click above to register for this event

**22
MAR**

5:00-6:00 pm

CT-SEDS

Parents' Introduction to CT SEDS

Special Education Department held a Virtual Informational Session on March 22, 2023.

Audience : Parents/Guardians of students with an Individualized Educational Plan (IEP).

Topic: Introduction to CT SEDS - and access to Parent Portal

Presenters: Special Education Supervisors, Donajeane Belcher and Kimberly Divergilio.

Superintendent's Parent Advisory Council

- **Purpose :**
 - To engage our parents/guardians of students with disabilities in the Waterbury community in crucial conversations and advising the Superintendent in such manner that we can positively impact students and youth in our schools and City.
- **The Special Education Department has participated in all meetings during the 2022 - 2023 SY:**
 - October 26, 2022 (in-person)
 - November 14, 2022 (virtual)
 - December 12, 2022 (in-person)
 - February 8, 2023 (virtual)
 - April 5, 2023 (virtual)

Success Story Spotlight

School to Work Transition Academy

A [transition program](#) for 18 - 21 year old students, opened in the 2019 - 2020 School Year at WHS.

2022-2023 SY: In a effort to meet the diverse interests and needs of our students, we continued our ongoing collaboration with the Administrators of Naugatuck Valley Community College (NVCC), by opening an additional classroom on the Naugatuck Valley Community College Campus.

We began 2022-2023 with 13 students at NVCC and 11 students at Wilby High School. 5 students graduated in December and 3 will graduate in June.

Students participate in on-campus and off-campus activities, as well as job experiences. Programming has included guest speakers and field trips to Government offices in Waterbury. Additionally, students have Wellness Tuesdays with a virtual Yoga class.

Graduates of this program have gained Full-Time employment in places such as:
Walgreens, Internship with Office of Early Childhood, Maintainer.



Pupil Services Update

Pupil Services Initiatives

- **The following are Pupil Services Initiatives managed by our department:**
 - **Mental Health Partnerships:**
 - Connecticut Junior Republic (CJR)
 - Success Always Follows Education (SAFE) Program
 - Behavioral Health Clinicians
 - Community Mental Health Affiliates (CMHA)
 - Crisis Intervention Team for Youth (C -I-T-Y)
 - Sandy Hook Promise - Say Something (Anonymous Reporting System)
 - DCF Prevention Pilot
 - **Social Emotional Learning Initiatives:**
 - Second Step Curriculum for Social Emotional Learning
 - DESSA Universal Screener
 - **District Crisis Response Team**

Mental Health Partnerships

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
<p>Connecticut Junior Republic (CJR)</p>	<p><u>Success Always Follows Education (SAFE) program</u> -</p> <ul style="list-style-type: none"> ● Support teens to focus on the ability to make good decisions about identified life options. ● Promote positive growth & development of youth. ● Academic Tutoring ● Employment and scholarship opportunities <p><u>Behavioral Health Clinicians</u></p> <ul style="list-style-type: none"> ● Caseload 20-25 students ● Improve student attendance ● Add layer of support to teachers & support staff <ul style="list-style-type: none"> ○ PPTs, facilitate groups, case management & outreach, crisis intervention ○ Professional learning for staff (mental health related topics) ● Remove barriers to services <ul style="list-style-type: none"> ○ Individual, group & family counseling ○ Wellness Center Access (w/ parental consent) <ul style="list-style-type: none"> ■ Psychiatric services ■ Summer/ vacation support 	<ul style="list-style-type: none"> ● All schools with grades 6-12. ● Kennedy ● Crosby ● Wilby ● West Side ● North End ● Wallace 	<p><u>SAFE Program:</u></p> <ul style="list-style-type: none"> ● Improved attendance ● Noticeable academic progress ● Academic tutoring ● Exposure to new areas of interest, skill, or sport ● Scholarships <p><u>Behavioral Health Clinicians:</u></p> <ul style="list-style-type: none"> ● Remove barriers to services, increase school attendance and add additional layer of support to the school.

Mental Health (Community Partnerships)

Connecticut Junior Republic (CJR)

Data 2022-2023 SY

Clinicians

WSMS - Grades 32%, Attendance 86%, Behavioral 91%
Wallace MS - Attendance 89%, Behavioral 44%
NEMS - Grades 40%, Attendance 60%, Behavioral 40%
Kennedy HS - Attendance 83%, Behavioral 50%
Crosby HS - Grades 40%, Attendance 80%, Behavioral 10%

SAFE Afterschool Program

Grades 25%,
Attendance 38%,
Behavioral 75%

Mental Health Partnerships

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
<p>Community Mental Health Affiliates (CMHA)</p>	<p>Provide Bounce Back and which is a school-based, group intervention (for grades K -5) that has been shown to reduce PTSD and depression symptoms and psychosocial dysfunction in children who have experienced trauma.</p>	<p>Sprague Elementary School</p>	<p><u>Bounce Back</u> - aimed at relieving symptoms of child traumatic stress, anxiety, depression, and functional impairment among elementary school children ages 5 -11</p> <p><i>Bounce Back is a cognitive-behavioral, skills-based, group intervention aimed at relieving symptoms of child traumatic stress, anxiety, depression, and functional impairment among elementary school children ages 5 -11. The training for Bounce Back mirrors Cognitive Behavior Interventions for Trauma in Schools (CBITs) with some minor content differences. Students are screened, following consents by their parent/guardian, yielding a specific profile for a student with trauma symptoms. They participate in weekly 10 week long sessions with a trained clinician.</i></p>

Mental Health (Community Partnerships)

Community Mental Health Affiliates (CMHA)

Data (Year 1 and Year 2)

2020-2021 School Year
Child Post-Traumatic Stress Scale – 5th edition (CPSS-V)

Intake	Discharge
15.33	6.6

2021-2022 School Year
Child Post-Traumatic Stress Scale – 5th edition (CPSS-V)

Intake	Discharge
31.38	21.1

Mental Health (Community Partnerships)

Community Mental Health Affiliates (CMHA)

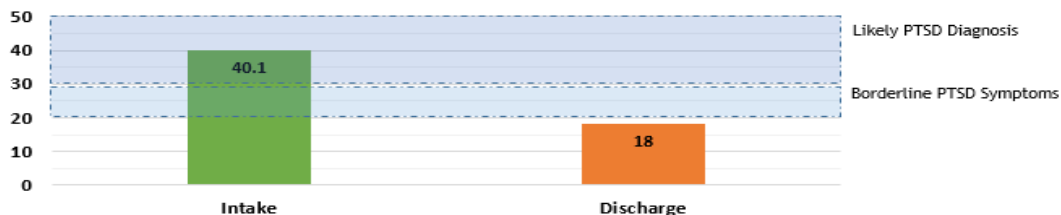
Data (Year 3)

2022-2023 School Year Child Post-Traumatic Stress Scale – 5th edition (CPSS-V)

Intake	Discharge
15.33	6.6

Bounce Back Program Outcomes with Reliable Change Index (RCI) and Clinically Significant Ranges (2020-2023)

Assessment	Reliable Change Index (RCI) and Diagnostic Thresholds	Program RCI Outcome <i>*mean improvement</i>
CPSS-V (Youth)	Partial Improvement (RCI)	Youth: 22pt improvement (meeting full improvement criteria)
	8	
	Full Improvement (RCI)	
	15	
	Likely PTSD Diagnosis Threshold	
	> 30	
Not meeting PTSD Criteria Threshold	< 21	



Mental Health Partnerships

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
Crisis Intervention Team for Youth (C-I-T-Y)	Two bilingual C.I.T. Youth Social Workers assist Waterbury Police Department with crisis calls involving youth during evening shifts along side responding Waterbury police officers.	District wide	Connect students who struggle with mental health (including but not limited to suicidal/homicidal ideation), de-escalating behavioral crisis, and traumatic experiences, to the next level of care. Bridge home and school supports.

Mental Health (Community Partnerships)

Crisis Intervention Team for Youth (CIT -Y)

Data 2022-2023 SY*	
Connecting to care	344
Bridging home and school	126
Reducing arrests after hours/# of student arrests in need of mental health services	0

* Data above is from August through April.

Mental Health Partnerships

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
<p>Sandy Hook Promise - <i>Say Something</i> Anonymous Reporting System (SS-ARS)</p>	<p>A program that teaches students how to recognize for warning signs, signals, and threats from individuals who may want to hurt themselves or others and to <i>Say Something</i> to a trusted adult, OR use the Anonymous Reporting System (App, Website or 24.7 Crisis Telephone Line) to get them help.</p>	<p>All schools with grades 6-12:</p> <ul style="list-style-type: none"> ● Comprehensive Middle Schools ● Comprehensive High Schools ● Magnet MS/ HS ● Grades 6-8 ONLY of Pre K-8 Schools ● Enlightenment School ● MS/ HS of State Street School 	<p>Provides a system and process for addressing school threats.</p> <ul style="list-style-type: none"> ● In collaboration with trained school staff and the Waterbury Police Department ● Managed by trained experts through the Sandy Hook Foundation

Mental Health (Community Partnerships)

Sandy Hook Promise - Anonymous Reporting System (SHP -ARS)

Student Training (11/28/2022)

Number of Schools	16
Number of Schools Trained	16
Number of Students 6-12	9,014
Number of Students Trained	6,280

Say Something Anonymous Reporting System Tips

	To Date
Total Tips	31
Tip Submission Rate	0.5% <input type="text"/>
Life Safety Tips	6
Non-Life Safety Tips	25
Source: Web	8
Source: Call	1
Source: Mobile	22

SS-ARS End-of-Year District Review
Waterbury School District
04/24/2023

Top 5 Tip Types:

- #1 Bullying/Cyber Bullying
- #2 Depression/Anxiety
- #3 Cutting/Self-Harm
- #4 Suicide/Suicide Ideation
- #5 Domestic Violence/Child Abuse

Tip Utilization Percentage:

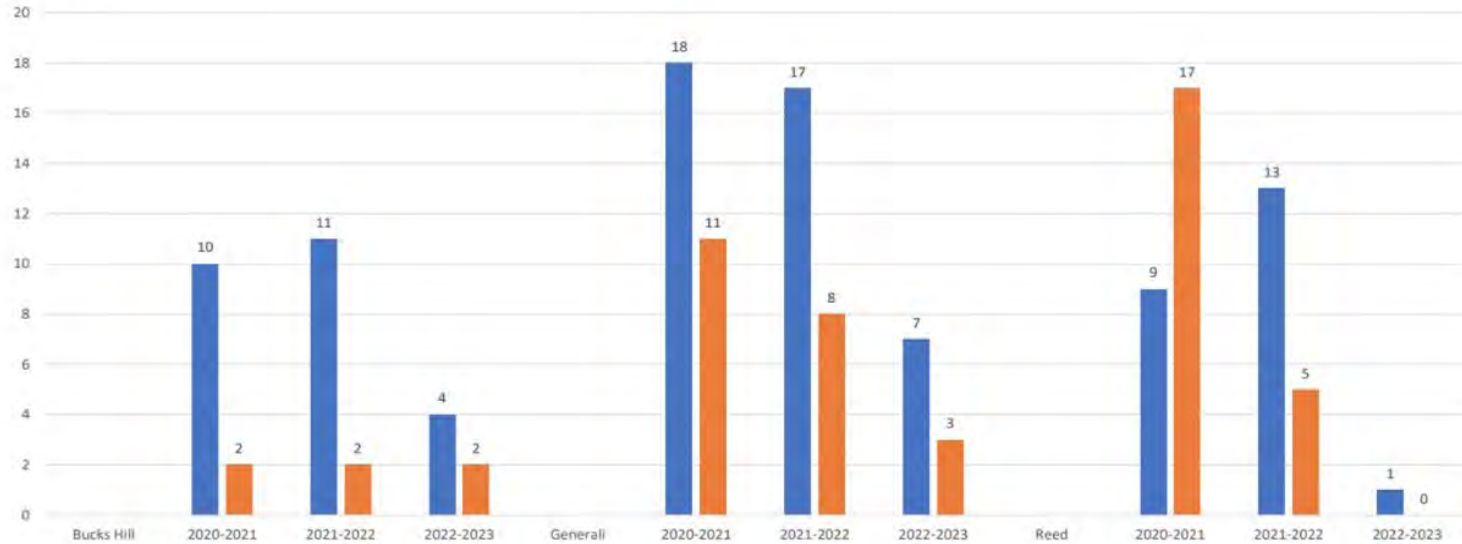
75% of the tips come in during the school day;
25% of the tips come in after school hours.

Mental Health Partnerships

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
DCF Prevention Pilot	One Family Support Liaison is assigned to each of the following three schools.	<ul style="list-style-type: none">● Generali Elementary School● Reed Elementary School● Bucks Hill School	Goals: <ul style="list-style-type: none">● Reduce the number of DCF referrals;● Connect families with preventative services (e.g. mental health, others that address needs);● Support staff/ schools

Mental Health (Community Partnerships)

Prevention Pilot (DCF)



■ Accepted calls to the Careline. Accepted

■ Accepted calls to the Careline. N/A

Social Emotional Learning Initiatives

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
Universal Screener: Devereux Student Strengths Assessments (DESSA)	<i>DESSA is a strength based universal screener to help identify students in need of SEL interventions..</i>	2021-2022 SY, piloted at : <ul style="list-style-type: none"> ● Driggs ● Bunker Hill ● Tinker ● Wilson 2022-2023 SY, expanded to : <ul style="list-style-type: none"> ● All elementary schools and Pre K-8 Schools 	<i>Data from the screener helps to identify and provide students with tiered SEL interventions. Tier 1 interventions are provided by the classroom teacher. Tier 2 & 3 interventions are provided by support staff in the school.</i>
Second Step Curriculum for Social Emotional Learning (SEL)	A Social Emotional Learning (SEL) curriculum on a digital platform for staff (SEL for Adults) and students (Grades K-5) to teach staff and students the skills they will need to problem solve, create and maintain healthy relationships, have empathy for others, and manage their own emotions.	Elementary Adult SEL	Second Step for students teaches strategies for problem solving and maintaining healthy relationships, to name a few. SEL for Adults teaches strategies for building trust, managing stress to name a few.

Social Emotional Learning Initiatives

Universal Screener: Devereux Student Strengths Assessments (DESSA)

Pre/BOY Data 22 -23 SY

Number & Percentage of Students

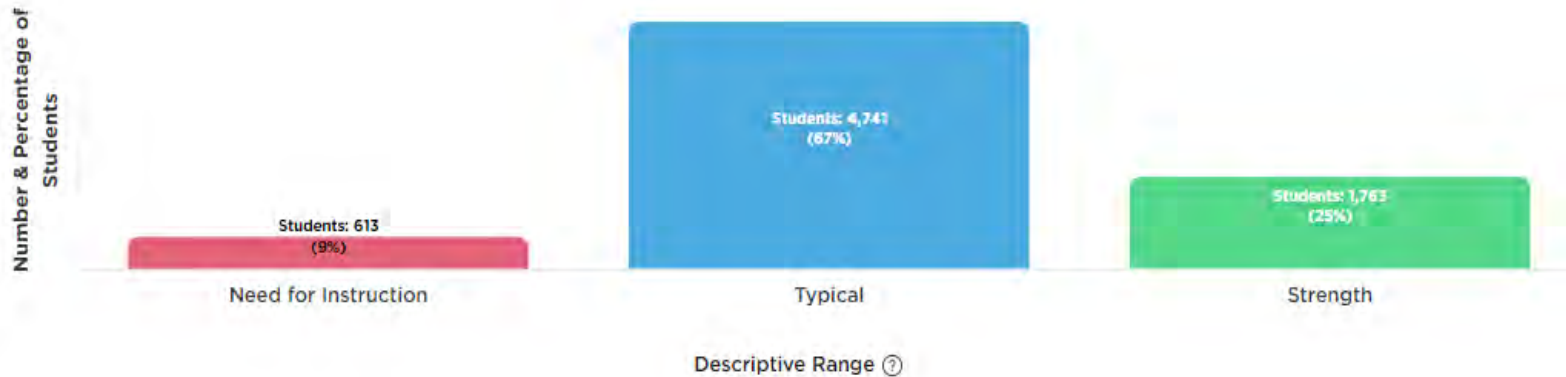


Descriptive Range ⓘ

Social Emotional Learning Initiatives

Universal Screener: Devereux Student Strengths Assessments (DESSA)

Mid/MOY Data 22 -23 SY



District Crisis Response Team

PURPOSE:To assist staff, building administrators, students, and their families with crisis support at the school in response to a tragedy regarding students and staff.

MEMBERS:This team consists of volunteer School Social Workers and School Psychologists.

CASES 2022-2023 SY: 4

Questions/Comments

Thank You!



July				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

16th - 18th - Administration Professional Learning
 21st - 22nd - New Teacher Orientation - 7hr.
 23rd - Professional Development Day - 7hr.
 24th- Professional Development Day - 7hr.
 25th- Professional Development Day - 7hr.
28th - First Day of School

4th - Labor Day - No School
 6th - Early Dismissal / PD Day
 13th - Open House Elem. 5-7pm - Early Dismissal
 13th - Open House H.S. 5-7pm - Early Dismissal
 13th - Early Dismissal - M.S. - Teacher Collab./PD
 15th - Rosh Hashanah - Jewish Holiday
 20th - Open House M.S. 5-7pm - Early Dismissal
 20th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 25th - Yom Kippur - Jewish Holiday
 27th - CN Early Dismissal / PD Day

4 Days

20 Days

October				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

4th - Professional Development - 7hr. - No School
 9th - Columbus/Indigenous Peoples' Day - No School
 11th - Early Dismissal / PD Day
 18th and 25th - CN Early Dismissal / PD Day

1st - Professional Development - 7hr. - No School
 2nd - End of the 1st MP: HS/MS/Elem
 7th - Election Day - No School
 10th - Veterans Day - No School
 14th - Grade Submission Ends - 9AM
 21st- Distribute 1st MP Report Cards: HS/MS/Elem
 22nd - Early Dismissal - Thanksgiving Recess
 23rd & 24th - Thanksgiving Recess - No School
 15th, 29th - CN Early Dismissal / PD Day

1st - Pre-K & Kindergarten - End of 1st MP
 6th - Parent Conference H.S. 5-7pm - Early Dismissal
 6th - Parent Conference Elem. 5-7pm - Early Dismissal
 6th - Early Dismissal - M.S. - Teacher Collab. /PD
 13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
 13th - Parent Conference M.S. 5-7pm - Early Dismissal
 13th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 19th - Pre-K & Kindergarten-Distribute 1st MP Report Cards
 20th - CN Early Dismissal / PD Day
 25th - 29th - Winter Recess - No School

20 Days

17 Days

16 Days

January				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1st - New Years Day - No School
 2nd - School Resumes
 6th - Three Kings Day (Observed)
 10th - Early Dismissal / PD Day
 15th - Martin Luther King Jr. Day - No School
 16th - 19th - Mid-Term Exams - Early Dism. HS Only
 19th - End of the 2nd MP: HS/MS/Elem
 29th - Grade Submission Ends - 9AM
 17th, 24th, 31st - CN Early Dismissal / PD Day

2nd - Distribute 2nd MP Report Cards
 7th - Early Dismissal / PD Day
 19th - Presidents Day - No School
 20th- Lincoln's Day (Observed) - No School
 14th, 21st, 28th - CN Early Dismissal / PD Day

6th - Early Dismissal / PD Day
 11th - Pre K & Kindergarten - End of the 2nd MP
 19th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
 25th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards
 25th - End of the 3rd MP: HS/MS/Elem
 29th - Good Friday - No School
 13th, 20th, 27th - CN Early Dismissal / PD Day

21 Days

19 Days

20 Days

April				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3rd - CN Early Dismissal / PD Day
 3rd - Grade Submission Ends - 9AM
 9th - Distribute 3rd MP Report Cards
 10th - Eid Al-Fitr Muslim Holiday - No School
 15th - 19th - Spring Recess - No School
 24th - Parent Conference H.S. 5-7pm - Early Dismissal
 24th - Parent Conference Elem. 5-7pm - Early Dismissal
 24th - Early Dismissal - M.S. - Teacher Collab. /PD
 25th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 25th - Parent Conference M.S. 5-7pm - Early Dismissal

AP Exams dates will be added when obtained
 1st - Early Dismissal / PD Day
 27th - Memorial Day - No School
 8th, 15th, 22nd, 29th - CN Early Dismissal / PD Day

** Pre-K - 8th-Grades due 5 days before last day
 ** Pre-K - 8th-Distribute Report Cards on last day
 ** H.S. Grade submission ends on last day
 Last Day of School shall be Early Dismissal
 10th - Last Day of School - Depending on Weather
 19th - Juneteenth (Observed)

16 Days

22 Days

6 Days

Full Day Professional Development Day
 Prepared by the Computer Technology Center

School Closed
 School Day

Early Dismissal Professional Development Day
 181 School Days
 BOE Approved - Pending



2023-2024 Special Observance Days

Board Of Education Policy-6115(a) – Ceremonies and Observances: Can be located on the Waterbury Public School Website or by clicking here: https://www.waterbury.k12.ct.us/userfiles/-4/my%20files/instruction%206000/6115_ceremonies%20and%20observances.pdf?id=532312

Absence for Religious Observation: Student absences for religious observances shall be excused. Furthermore, such absences should not prohibit receipt of attendance related awards nor impact student grades or participation in school events. Parents may exclude their children from programs involving the recognition of religious holidays or if celebration is in conflict with family beliefs. A written request for exclusion should be sent to the Principal.

June 29 th	Eid al-Adha (Islamic)	January 6 th	Epiphany/Three Kings Day (Christian)
July 18 th	Muharram (Islamic New Year)	February 10 th	Chinese New Year
September 6 th	Krishna Janmashtami (Hindu)	February 14 th	Ash Wednesday (Christian)
September 15 th – September 17 th	Rosh Hashanah (Jewish)	March 10 th – April 9 th	Ramadan (Islamic)
September 25 th	Yom Kippur (Jewish)	March 23 rd – March 24 th	Purim (Jewish)
September 29 th – October 6 th	Sukkot (Jewish)	March 25 th	Holi (Hindu)
October 15 th – October 23 rd	Navaratri (Hindu)	March 31 st	Easter (Christian)
November 12 th	Diwali (Hindu)	April 10 th	Eid al-Fitr (Islamic)
December 7 th – December 15 th	Hanukkah (Jewish)	April 22 nd – April 30 th	Passover (Jewish)
December 25 th	Christmas (Christian)	May 5 th	Greek Orthodox Easter
December 26 th	Kwanzaa (African American)	June 19 th	Juneteenth



DRAFT B- Waterbury Public Schools- DRAFT B

2023 ~ 2024 School Year Calendar

July				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

16th - 18th - Administration Professional Learning
 21st - 22nd - New Teacher Orientation - 7hr.
 23rd - Professional Development Day - 7hr.
 24th- Professional Development Day - 7hr.
 25th- Professional Development Day - 7hr.
28th - First Day of School

4th - Labor Day - No School
 6th - Early Dismissal / PD Day
 13th - Open House Elem. 5-7pm - Early Dismissal
 13th - Open House H.S. 5-7pm - Early Dismissal
 13th - Early Dismissal - M.S. - Teacher Collab./PD
 15th - Rosh Hashanah - Jewish Holiday
 20th - Open House M.S. 5-7pm - Early Dismissal
 20th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 25th - Yom Kippur - Jewish Holiday
 27th - CN Early Dismissal / PD Day

4 Days

20 Days

October				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

4th - Professional Development - 7hr. - No School
 9th - Columbus/Indigenous Peoples' Day - No School
 11th - Early Dismissal / PD Day
 18th and 25th - CN Early Dismissal / PD Day

1st - Professional Development - 7hr. - No School
 2nd - End of the 1st MP: HS/MS/Elem
 7th - Election Day - No School
 10th - Veterans Day - No School
 14th - Grade Submission Ends - 9AM
 21st- Distribute 1st MP Report Cards: HS/MS/Elem
 22nd - Early Dismissal - Thanksgiving Recess
 23rd & 24th - Thanksgiving Recess - No School
 15th, 29th - CN Early Dismissal / PD Day

1st - Pre-K & Kindergarten - End of 1st MP
 6th - Parent Conference H.S. 5-7pm - Early Dismissal
 6th - Parent Conference Elem. 5-7pm - Early Dismissal
 6th - Early Dismissal - M.S. - Teacher Collab. /PD
 13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
 13th - Parent Conference M.S. 5-7pm - Early Dismissal
 13th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 19th - Pre-K & Kindergarten-Distribute 1st MP Report Cards
 20th - CN Early Dismissal / PD Day
 25th - 29th - Winter Recess - No School

20 Days

17 Days

16 Days

January				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1st - New Years Day - No School
 2nd - School Resumes
 6th - Three Kings Day (Observed)
 10th - Early Dismissal / PD Day
 15th - Martin Luther King Jr. Day - No School
 16th - 19th - Mid-Term Exams - Early Dism. HS Only
 19th - End of the 2nd MP: HS/MS/Elem
 29th - Grade Submission Ends - 9AM
 17th, 24th, 31st - CN Early Dismissal / PD Day

2nd - Distribute 2nd MP Report Cards
 7th - Early Dismissal / PD Day
 19th - Presidents Day - No School
 20th- Lincoln's Day (Observed) - No School
 14th, 21st, 28th - CN Early Dismissal / PD Day

6th - Early Dismissal / PD Day
 11th - Pre K & Kindergarten - End of the 2nd MP
 19th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
 25th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards
 25th - End of the 3rd MP: HS/MS/Elem
 29th - Good Friday - No School
 13th, 20th, 27th - CN Early Dismissal / PD Day

21 Days

19 Days

20 Days

April				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3rd - CN Early Dismissal / PD Day
 3rd - Grade Submission Ends - 9AM
 9th - Distribute 3rd MP Report Cards
 10th - Eid Al-Fitr Muslim Holiday - Observed
 10th - Early Dismissal - M.S. - Teacher Collab. /PD
 10th- Parent Conference H.S. 5-7pm - Early Dismissal
 10th - Parent Conference Elem. 5-7pm - Early Dismissal
 15th - 19th - Spring Recess - No School
 24th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 24th - Parent Conference M.S. 5-7pm - Early Dismissal

AP Exams dates will be added when obtained
 1st - Early Dismissal / PD Day
 27th - Memorial Day - No School
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 7th - Last Day of School - Depending on Weather
 19th - Juneteenth (Observed)

17 Days

22 Days

5 Days

Full Day Professional Development Day
 Prepared by the Computer Technology Center

School Closed
 School Day

Early Dismissal Professional Development Day
 181 School Days



2023-2024 Special Observance Days

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Absence for Religious Observation: Student absences for religious observances shall be excused. Furthermore, such absences should not prohibit receipt of attendance related awards nor impact student grades or participation in school events. Parents may exclude their children from programs involving the recognition of religious holidays or if celebration is in conflict with family beliefs. A written request for exclusion should be sent to the Principal.

June 29th	Eid al-Adha (Islamic)	January 6th	Epiphany/Three Kings Day (Christian)
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November 12th	Diwali (Hindu)	April 10th	Eid al-Fitr (Islamic)
December 7th – December 15th	Hanukkah (Jewish)	April 22nd – April 30th	Passover (Jewish)
December 25th	Christmas (Christian)	May 5th	Greek Orthodox Easter
December 26th	Kwanzaa (African American)	June 19th	Juneteenth

EXECUTIVE SUMMARY

DATE: May 23, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #3 to the Agreement between the City of Waterbury and Adelbrook, Inc.

The Special Education Department requests your approval of Amendment #3 to the Agreement between the City of Waterbury and Adelbrook, Inc., subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at Adelbrook, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2019 through June 30, 2022, and was extended by way of option through June 30, 2024.

This Amendment #3 is necessary to increase the total amount of the contract by adding \$1,550,00.00 in compensation to cover tuition costs, through the remainder of the extended contract (June 30, 2024). This compensation was not included in the original contract and is meant to cover the costs of the term extension. The total amount of the original contract was \$1,342,140.00. In October of 2021, the contract was amended to increase compensation by \$150,000.00.

This Amendment #3 is being paid by general funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

AMENDMENT #3
to
AGREEMENT
between
City of Waterbury
and
Adelbrook, Inc.

THIS AMENDMENT #3 (“Amendment 3”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Adelbrook, Inc., a duly registered State of Connecticut corporation doing business at 60 Hicksville Road, Cromwell, Connecticut 06416 (“Contractor”).

WHEREAS, the City and Contractor executed an Agreement September 6, 2019, whereby the Contractor shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2019 to June 30, 2022 (“Agreement”); and

WHEREAS, the Parties executed Amendment #1 to the Agreement on February 27, 2020 to add additional provisions with respect to background check requirements and requirements pertaining to Connecticut General Statutes §10-76d; and

WHEREAS, the Parties executed Amendment #2 to the Agreement on October 13, 2021 to add \$150,000 in additional compensation; and

WHEREAS, the City exercised its Option to extend the Agreement for an additional two-year term through June 30, 2024; and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 22.1 of the Agreement to add additional payment/tuition in the amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00) for the remainder of the term of the Agreement as extended through the exercised option to June 30, 2024; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

- 1. Section 3 (“Payment”) of the September 6, 2019 Agreement, as amended in accordance with Amendment #1, dated February 27, 2020, as amended in accordance with Amendment #2, dated October 13, 2021, shall be amended to provide for additional compensation for the option period terminating June 30, 2024. As such, Section 3 shall be amended to read as follows:**

3. Payment.

3.1. The City shall pay Contractor an amount up to One Million Four Hundred Ninety Two Thousand One Hundred Forty Dollars (\$1,492,140.00) for the

entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2. The City shall pay the Contractor an amount up to **One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00)** during the two (2) year Option period (July 1, 2022 through June 30, 2024) ("Option Period Tuition") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no

case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

- 2. Other than as set forth herein, all other terms, conditions and provisions of the September 6, 2019 Agreement, as amended in accordance with Amendment #1, dated February 27, 2020, as amended in accordance with Amendment #2, dated October 13, 2021, as extended through Option 1, dated April 18, 2022, shall remain in full force and effect and binding upon the Parties hereto.**

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

ADELBROOK, INC.

By: _____

Print Name: _____

Date: _____

EXECUTIVE SUMMARY

DATE: May 22, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and the American School for the Deaf.

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

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at the American School for the Deaf, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2020 through June 30, 2023, at a cost of \$809,326.51.

The purpose of this Amendment #1 is to exercise the option to extend the term of the contract through June 30, 2025, provide \$267,950.46 in additional funds for the original contract period due to increased enrollment, and provide \$1,388,746.44 in funding for the exercised option period (through June 30, 2025). This compensation was not included in the original contract and is meant to cover the costs of the term extension, as well as additional student enrollment.

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

AMENDMENT #1
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
American School for the Deaf

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and American School for the Deaf, an institution organized and existing under the laws of the State of Connecticut, and having its principal place of business at 39 North Main Street, West Hartford, Connecticut 06107, (the “School”).

WHEREAS, the City and School executed an Agreement October 22, 2020, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2020 to June 30, 2023 (“Agreement”); and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of Two Hundred Sixty-Seven Thousand Nine Hundred Fifty Dollars and Forty-Six Cents (\$267,950.46) for the final year of the Agreement; and

WHEREAS, the Parties now desire to exercise the Option pursuant to Section 2.1 of the Agreement, and provide for compensation for such Option period; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 (“Tuition”), shall be amended to provide for additional student enrollment and compensation during the initial term and to provide for compensation for the option period. As such, Section 3 shall be amended to read as follows:**

3. **Tuition.**

- 3.1. The City shall pay the School an amount up to **One Million Seventy-Seven Thousand Five Hundred Forty-Four and 92/100 Dollars (\$1,077,544.92)** for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in

attendance at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

3.2. The City shall pay the School an amount up to **One Million Three Hundred Eighty-Eight Thousand Seven Hundred Forty-Six Dollars and 44/100 (\$1,388,746.44)** during the two (2) year Option period (July 1, 2023 through June 30, 2025) ("Option Period Tuition") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.

- 2.** Pursuant to Section 2.1. of the October 22, 2020 Agreement, the City hereby exercises its Option ("Option") to extend the Agreement for the term of July 1, 2023 through June 30, 2025 in an amount not to exceed the Option Period Budgeted Amount in Section 3.2., as amended herein. The Parties hereby acknowledge that this Amendment #1 constitutes written notice of the City's election to exercise said Option, is unconditionally acceptable to School, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Option. The Parties further agree that the exercise of said Option hereby binds both Parties to the extension of the term, and all other provisions of said Agreement, as amended herein and shall have full force and effect through June 30, 2025.
- 3.** Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective October 22, 2020 Agreement shall remain in full force and effect and binding upon the Parties hereto.

[Signature Page to Follow]

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:

AMERICAN SCHOOL FOR THE DEAF

Angela Perry

By: 

Print Name: Jennifer Pizzoferrato

5/23/23

Date: 5/23/23



ALL ways able.

Jeffrey S. Bravin, Executive Director

139 North Main Street, West Hartford, CT 06107-1269 (Toll-Free) 1-800-244-0420 (Voice) 860-899-1217 (Fax) 860-570-2293 www.asd-1817.org

AMERICAN SCHOOL, AT HARTFORD, FOR THE DEAF

(AMERICAN SCHOOL FOR THE DEAF)

CORPORATE RESOLUTION

I, Wendella Ault Battey, Secretary of the American School, at Hartford, for the Deaf, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a full and true copy of a resolution adopted by a quorum of the Board of Directors of said Corporation, on the 28th day of September, 2022.


VOTED: that Jeffrey S. Bravin, Executive Director; Paula Morabito, Assistant Executive Director; and Jennifer Pizzoferrato, Director of Finance and Operations of said American School, at Hartford, for the Deaf be, and they hereby are, authorized to sign and execute contracts on behalf of said American School, at Hartford, for the Deaf with Connecticut's Local Education Agencies or other state's Local Education Agencies and their other state agencies as official representatives of the American School, at Hartford, for the Deaf and on its behalf, to execute any amendments and supplements to the contracts and to perform all things necessary in conjunction therewith.

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 have hereunto set my hand and affixed the corporate seal of the

American School, at Hartford, for the Deaf this 23 day of May,
2023

Attest:



Wendella Ault Battey
Secretary

EXECUTIVE SUMMARY

DATE: May 23, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and Area Cooperative Educational Services (ACES).

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and Area Cooperative Educational Services (ACES).

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at ACES, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2020 through June 30, 2023 at a cost of \$6,471,928.71.

The purpose of this Amendment #1 is to exercise the option to extend the term of the contract through June 30, 2025 and provide compensation in the amount of \$3,821,109.00 for the exercised option period (through June 30, 2025). This compensation was not included in the original contract and is meant to cover the costs of the term extension, as well as additional student enrollment.

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

AMENDMENT #1
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
Area Cooperative Educational Services

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Area Cooperative Educational Services, a nonprofit regional educational service center organized and existing pursuant to §§ 10-66 et seq. of the Connecticut General Statutes and having its principal place of business at 350 State Street, North Haven, Connecticut 06473, (the “School”).

WHEREAS, the City and School executed an Agreement November 10, 2020, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2020 to June 30, 2023 (“Agreement”); and

WHEREAS, the Parties now desire to exercise the Option pursuant to Section 2.1 of the Agreement, and provide for compensation for such Option period; and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of Three Million Eight Hundred Twenty-One Thousand One Hundred Nine Dollars (\$3,821,109.00) for the exercise of the Option period; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 (“Tuition”), shall be amended to provide for compensation for the option period. As such, Section 3 shall be amended to read as follows:**

3. **Tuition.**

- 3.1. The City shall pay the School an amount up to Six Million Four Hundred Seventy-One Thousand Nine Hundred Twenty-Eight Dollars and Seventy-One Cents Dollars (\$6,471,928.71) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services.

The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

3.2. The City shall pay the School an amount up to **Three Million Eight Hundred Twenty-One Thousand One Hundred Nine Dollars (\$3,821,109.00)** during the two (2) year Option period (July 1, 2023 through June 30, 2025) ("Option Period Tuition") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.

- 2. Pursuant to Section 2.1. of the November 10, 2020 Agreement, the City hereby exercises its Option ("Option") to extend the Agreement for the term of July 1, 2023 through June 30, 2025 in an amount not to exceed the Option Period Tuition in Section 3.2., as amended herein. The Parties hereby acknowledge that this Amendment #1 constitutes written notice of the City's election to exercise said Option, is unconditionally acceptable to School, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Option. The Parties further agree that the exercise of said Option hereby binds both Parties to the extension of the term, and all other provisions of said Agreement, as amended herein and shall have full force and effect through June 30, 2025.**
- 3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective November 10, 2020 Agreement shall remain in full force and effect and binding upon the Parties hereto.**

[Signature Page to Follow]

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:

AREA COOPERATIVE EDUCATIONAL SERVICES

By: _____

Print Name: _____

Date: _____

EXECUTIVE SUMMARY

DATE: May 23, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and
Aspire Living & Learning, Inc. (fka The Institute of Professional Practice, Inc.)

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and Aspire Living & Learning, Inc. (fka The Institute of Professional Practice, Inc.), subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at Aspire Living & Learning, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2020 through June 30, 2023 at a total cost of \$384,580.92.

The purpose of this Amendment #1 is to exercise the option to extend the term of the contract through June 30, 2025, provide \$575,681.92 in additional funds for the original contract period due to increased enrollment, and provide \$2,082,925.68 in funding for the exercised option period (through June 30, 2025). This compensation was not included in the original contract and is meant to cover the costs of the term extension, as well as additional student enrollment.

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

AMENDMENT #1
to
AGREEMENT
between
City of Waterbury
and
Aspire Living & Learning, Inc. fka
The Institute of Professional Practice, Inc.

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Aspire Living & Learning, Inc. fka The Institute of Professional Practice, Inc., an institution organized and existing under the laws of the State of Vermont, duly registered in the State of Connecticut as a foreign corporation and having an address at Post Office Box 1249 Airport Road-Berlin, Montpelier, Vermont 05601 (the “School”).

WHEREAS, the City and School executed an Agreement August 10, 2020, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2020 to June 30, 2023 (“Agreement”); and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of Five Hundred Seventy-Five Thousand Six Hundred Eighty-One Dollars and Ninety-Two Cents (\$575,681.92) for the final year of the Agreement; and

WHEREAS, the Parties now desire to exercise the Option pursuant to Section 2.1 of the Agreement, and provide for compensation for such Option period; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 (“Tuition”), shall be amended to provide for additional student enrollment and compensation during the initial term and to provide for compensation for the option period. As such, Section 3 shall be amended to read as follows:**

3. **Tuition.**

3.1. The City shall pay the School an amount up to **Nine Hundred Sixty Thousand Two Hundred Sixty-Two Dollars and Eighty-Four Cents (\$960,262.84)** for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student

placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be enrolled at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days enrolled at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days enrolled by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

3.2 The City shall pay the School an amount up to **Two Million Eighty-Two Thousand Nine Hundred Twenty-Five Dollars and Sixty-Eight Cents (\$2,082,925.68)** during the two (2) year Option period (July 1, 2023 through June 30, 2025) ("Option Period Tuition") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.1.

- 2. Pursuant to Section 2.1. of the August 10, 2020 Agreement, the City hereby exercises its Option ("Option") to extend the Agreement for the term of July 1, 2023 through June 30, 2025 in an amount not to exceed the Option Period Tuition in Section 3.2, as amended herein. The Parties hereby acknowledge that this Amendment #1 constitutes written notice of the City's election to exercise said Option, is unconditionally acceptable to School, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Option. The Parties further agree that the exercise of said Option hereby binds both Parties to the extension of the term, and all other provisions of said Agreement as amended herein and shall have full force and effect through June 30, 2025.**
- 3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective August 10, 2020 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 #1 on the dates signed below.

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

**ASPIRE LIVING & LEARNING, INC. FKA
THE INSTITUTE OF PROFESSIONAL
PRACTICE, INC.**

By: _____

Print Name: _____

Date: _____



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 22, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and
Benhaven, Inc.

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and Benhaven, Inc.

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at Benhaven, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2020 through June 30, 2023 at a cost of \$1,010,897.51.

The purpose of this Amendment #1 is to exercise the option to extend the term of the contract through June 30, 2025, provide \$1,062,799.38 in additional funds for the original contract period due to increased enrollment, and provide \$2,146,357.00 in funding for the exercised option period (through June 30, 2025). This compensation was not included in the original contract and is meant to cover the costs of the term extension, as well as additional student enrollment.

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

AMENDMENT #1
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
Benhaven, Inc.

THIS AMENDMENT #1 ("Amendment 1"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Benhaven, Inc., an institution organized and existing under the laws of the State of Connecticut, and having its principal place of business at 187 Half Mile Road, North Haven, Connecticut 06473-4121, (the "School").

WHEREAS, the City and School executed an Agreement December 7, 2020, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act ("I.D.E.A"), to certain City of Waterbury students in accordance with each student's Individual Education Program ("IEP"), for three fiscal year commencing on July 1, 2020 to June 30, 2023 ("Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of One Million Sixty-Two Thousand Seven Hundred Ninety-Nine Dollars and Thirty-Eight Cents (\$1,062,799.38) for the final year of the Agreement; and

WHEREAS, the Parties now desire to exercise the Option pursuant to Section 3.1 of the Agreement, and provide for compensation for such Option period; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 4 ("Tuition")**, shall be amended to provide for additional student enrollment and compensation during the initial term and to provide for compensation for the option period. As such, Section 4 shall be amended to read as follows:

4. **Tuition.**

4.1. For each Student who is enrolled in the School's program under this Agreement the City shall pay the School Annual Tuition in the amount specified in the Rate & Services Schedule for the Student in **Attachment A**. The basis for payment of the Services shall be as set forth in each Student's Rate & Services Schedule included in **Attachment A**. **Attachment A** shall consist of one Rate & Services Schedule for each Student placed at the School (there are two Students placed at the School as of the Effective Date). The Rate & Services Schedule for each Student shall set forth the name of the Student, the School-Provided Related Services to be provided to the

Student, the School Year in which the Student is anticipated to be enrolled for his/her placement at the School, the projected number of school days that will be provided during the period, and the Annual Tuition and the Monthly Tuition Rate for the Services to be provided to the Student.

4.2 The Monthly Tuition Rate specified on each Rate & Services Schedule included in **Attachment A** shall be paid by the City to the School within thirty (30) days of the City's receipt of the School's invoice for the Monthly Tuition.

4.3 On or before July 1 each year during the term of this Agreement the School shall provide to the City an updated Rate & Services Schedule for the next School Year for each Student who is being provided Services under this Agreement. The updated Rate & Services Schedule that is provided to the City by the School for each Student shall be deemed to replace and supersede the previous Rate & Services Schedule in effect for each Student and shall be the Rate & Services Schedule in effect for the Student for the next School Year.

4.4 The School agrees to charge the City tuition for any Student enrolled at the School under this Agreement only for such period of time as the Student remains enrolled in the School for the Placement (as defined in Section 16 below). If a Student's Placement is terminated during the term of this Agreement, the tuition payable by the City to the School under this Agreement with respect to the Placement of the Student shall be adjusted as provided in Section 16.

4.5 The parties acknowledge that for the five Students enrolled with the School the City is authorized to pay tuition in a total amount of up to up to **Two Million Seventy-Three Thousand, Six Hundred Ninety-Six Dollars and Eight-Nine Cents (\$2,073,696.89)** for the initial three year term of this Agreement (the "Budgeted Amount").

4.6 The parties acknowledge that for the Students enrolled with the School during the Option period (July 1, 2023 through June 30, 2025), the City is authorized to pay tuition in a total amount not to exceed **Two Million One Hundred Forty-Six Thousand Three Hundred Fifty-Seven Dollars (\$2,146,357.00)** for the entire two-year Option period (the "Option Period Budgeted Amount").

- 2.** Pursuant to Section 3.1. of the December 7, 2020 Agreement, the City hereby exercises its Option ("Option") to extend the Agreement for the term of July 1, 2023 through June 30, 2025 in an amount not to exceed the Option Period Budgeted Amount in Section 4.6, as amended herein. The Parties hereby acknowledge that this Amendment #1 constitutes written notice of the City's election to exercise said Option, is unconditionally acceptable to School, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Option. The Parties further agree that the exercise of said Option hereby binds both Parties to the extension of the term, and all other provisions of said

Agreement, as amended herein and shall have full force and effect through June 30, 2025.

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective December 7, 2020 Agreement shall remain in full force and effect and binding upon the Parties hereto.

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:

BENHAVEN, INC.



By: 

Print Name: KENNETH CABRAL

5-5-2023

Date: 5.5.23



BENHAVEN

Administration and Finance
187 Half Mile Road
North Haven, CT 06473

CERTIFIED RESOLUTION

I, Carl Casper, Secretary of the Board of Directors of Benhaven, Inc., a Connecticut corporation (the "Company") DO HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on February 2, 2023, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED: That Kenneth Cabral, Executive Director, be and hereby is authorized to execute on behalf of Benhaven all documents, instruments, contracts and agreements that arise in the normal course of business and with respect to which the other party does not require specific approval of the Benhaven Board of Directors

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 8th day of MAY, 2023.

Carl Casper
Secretary of the Board of Directors of Benhaven, Inc.



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 22, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and Cooperative Educational Services.

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

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at Cooperative Educational Services, which operates a school for students with disabilities.

The term of the contract is from July 1, 2021 through June 30, 2024 at a cost of \$263,177.00.

The purpose of this Amendment #1 is to increase the total amount of the contract by adding \$532,990.00 in additional compensation to cover tuition costs for additional students through June 30, 2024, for a total contract amount of \$796,167.00.

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

AMENDMENT #1
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
Cooperative Educational Services

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Cooperative Educational Services, a regional educational service center organized and existing pursuant to Connecticut General Statutes §§10-66a et seq., doing business at 40 Lindeman Drive, Trumbull, Connecticut 06611 (the “School”).

WHEREAS, the City and School executed an Agreement July 22, 2021, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2021 to June 30, 2024 (“Agreement”); and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to provide for additional student enrollment and add additional payment/tuition accordingly in the amount of Five Hundred Thirty-Two Thousand Nine Hundred Ninety Dollars (\$532,990.00); and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 (“Tuition”), shall be amended to provide for additional student enrollment and compensation. As such, Section 3 shall be amended to read as follows:**

3. **Tuition.**

3.1. The City shall pay the School an amount up to Seven Hundred Hundred Ninety-Six Thousand One Hundred Sixty-Seven Dollars (\$796,167.00) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in

the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

- 2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective July 22, 2021 Agreement shall remain in full force and effect and binding upon the Parties hereto.**

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:

COOPERATIVE EDUCATIONAL SERVICES

By: _____

Print Name: _____

Date: _____



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 22, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and Specialized Education of Connecticut, Inc. (dba High Road School).

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and Specialized Education of Connecticut, Inc. (dba High Road School), subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at High Road School, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2020 through June 30, 2023 at a total cost of \$3,948,981.22.

The purpose of this Amendment #1 is to utilize the option to extend the term of the contract through June 30, 2025 and to provide compensation in the amount of \$2,181,325.00 to cover tuition costs through the exercised option period (June 30, 2025). This compensation was not included in the original contract and is meant to cover the costs of the term extension.

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

AMENDMENT #1
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
Specialized Education of Connecticut, Inc.
dba High Road School

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Specialized Education of Connecticut, Inc. dba High Road School, an institution organized and existing under the laws of the State of Connecticut and having its principal place of business at Two Aquarium Drive, Suite 100, Camden, NJ 08103, (the “School”).

WHEREAS, the City and School executed an Agreement November 10, 2020, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2020 to June 30, 2023 (“Agreement”); and

WHEREAS, the Parties now desire to exercise the Option pursuant to Section 2.1 of the Agreement, and provide for compensation for such Option period; and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of Two Million One Hundred Eighty-One Thousand Three Hundred Twenty-Five Dollars (\$2,181,325.00) for the exercise of the Option period; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 (“Tuition”), shall be amended to provide for compensation for the option period. As such, Section 3 shall be amended to read as follows:**

3. **Tuition.**

3.1. The City shall pay the School an amount up to **Three Million Nine Hundred Forty-Eight Thousand Nine Hundred Eighty-One and 22/100 Dollars (\$3,948,981.22)** for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be enrolled at the School and the cost of the Services. The Student’s tuition or

cost for Services provided under this Agreement shall be calculated based upon the number of days enrolled at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days enrolled by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

3.2. The City shall pay the School an amount up to **Two Million One Hundred Eighty-One Thousand Three Hundred Twenty-Five Dollars (\$2,181,325.00)** during the two (2) year Option period (July 1, 2023 through June 30, 2025) ("Option Period Tuition") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.

- 2. Pursuant to Section 2.1. of the November 10, 2020 Agreement, the City hereby exercises its Option ("Option") to extend the Agreement for the term of July 1, 2023 through June 30, 2025 in an amount not to exceed the Option Period Tuition in Section 3.2., as amended herein. The Parties hereby acknowledge that this Amendment #1 constitutes written notice of the City's election to exercise said Option, is unconditionally acceptable to School, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Option. The Parties further agree that the exercise of said Option hereby binds both Parties to the extension of the term, and all other provisions of said Agreement, as amended herein and shall have full force and effect through June 30, 2025.**
- 3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective November 10, 2020 Agreement shall remain in full force and effect and binding upon the Parties hereto.**

[Signature Page to Follow]

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:

**SPECIALIZED EDUCATION OF
CONNECTICUT, INC. DBA HIGH ROAD
SCHOOL**

By: _____

Print Name: _____

Date: _____



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 25, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and St. Vincent's Special Needs Center, Inc.

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and St. Vincent's Special Needs Center, Inc., subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at St. Vincent's Special Needs Center, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2020 through June 30, 2023 at a cost of \$665,829.32.

The purpose of this Amendment #1 is to exercise the option to extend the term of the contract through June 30, 2025 and provide \$731,000.00 in compensation to cover tuition costs through June 30, 2025. This compensation was not included in the original contract and is meant to cover the costs of the term extension and additional student enrollment.

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

AMENDMENT #1
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
St. Vincent’s Special Needs Center, Inc.

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and St. Vincent’s Special Needs Center, Inc. an institution organized and existing under the laws of the State of Connecticut and having its principal place of business at 95 Merritt Blvd, Trumbull, Connecticut 06611, (the “School”).

WHEREAS, the City and School executed an Agreement December 21, 2020, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2020 to June 30, 2023 (“Agreement”); and

WHEREAS, the Parties now desire to exercise the Option pursuant to Section 2.1 of the Agreement, and provide for compensation for such Option period; and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of Seven Hundred Thirty-one Thousand Dollars (\$731,000.00) for the exercise of the Option period; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 (“Tuition”), shall be amended to provide for compensation for the option period. As such, Section 3 shall be amended to read as follows:**

3. **Tuition.**

3.1. The City shall pay the School an amount up to Six Hundred Sixty-Five Thousand Eight Hundred Twenty-Nine Dollars and 32 cents (\$ 665,829.32) for the entire three (3) year term of the Agreement , for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the school will be in session and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student is enrolled in the School for only a

portion of the school year, the tuition rate will be determined by multiplying the number of days the Student is enrolled by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

3.2 In the event the School's facilities are closed as required by local, state or federal law or formal guidance, or as determined by the School, at any time during the Term due to the COVID-19 pandemic (the "School Closure Period"), or the School determines it necessary to provide a combination of in-school and remote instruction to its students ("Hybrid Model"), the Parties agree that the School shall continue to be responsible for providing the Student with the Services in the IEP, which the Parties have agreed are necessary to provide the Student with a Free Appropriate Public Education ("FAPE), albeit through remote or other alternative learning methods.. In such circumstance, the School agrees to provide the Board with the required documentation concerning the implementation of the IEP, pursuant to any guidance issued by the Connecticut State Department of Education (which documentation is currently the Learning Model IEP Implementation Plan) ("Implementation Plan"), to address how the Services will be implemented during the School Closure Period or in the Hybrid Model. The Parties shall work collaboratively to ensure that the Implementation Plan provides the Student with Free Appropriate Public Education in accordance with the IEP. The Board agrees to pay the base tuition identified in Paragraph 3.1 above or Paragraph 3.3 below as applicable during the School Closure Period and Hybrid Model, as long as the School complies with the requirements of this Agreement. However, the Parties agree that, during the School Closure Period or Hybrid Model, the Board shall not be required to pay for any individualized services, whether included in the base tuition identified in Paragraph 3.1 or in addition thereto, that are not provided by the School during the School Closure Period or Hybrid Model, such as one-to-one paraprofessional support. For the sake of clarity, during a School Closure Period or if the school is running on a Hybrid Model, the Board shall be obligated to pay the full tuition under this Agreement, including charges such as one-to-one professional support, if there is a local, state or federal law or formal guidance issued by the State of Connecticut requiring the Board to make such payments.

3.3 The City shall pay the School an amount up to **Seven Hundred Thirty-One Thousand Dollars (\$731,000.00)** during the two (2) year Option period (July 1, 2023 through June 30, 2025) ("Option Period Tuition") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.

- 2. Pursuant to Section 2.1. of the December 21, 2020 Agreement, the City hereby exercises its Option ("Option") to extend the Agreement for the term of July 1, 2023 through June 30, 2025 in an amount not to exceed the Option Period Tuition**

in Section 3.3., as amended herein. The Parties hereby acknowledge that this Amendment #1 constitutes written notice of the City's election to exercise said Option, is unconditionally acceptable to School, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Option. The Parties further agree that the exercise of said Option hereby binds both Parties to the extension of the term, and all other provisions of said Agreement, as amended herein and shall have full force and effect through June 30, 2025.

- 3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective December 21, 2020 shall remain in full force and effect and binding upon the Parties hereto.**

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:

**ST. VINCENT'S SPECIAL NEEDS CENTER,
INC.**

By: _____

Print Name: _____

Date: _____



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 23, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and the University of St. Joseph (Gengras Center)

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and the University of St. Joseph (Gengras Center).

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at St. Joseph's University, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2019 through June 30, 2022, and was extended by way of option through June 30, 2024.

This Amendment #1 is necessary to increase the total amount of the contract by adding \$497,255.48 to close out this school year (2022-2023) and \$850,000.00 in additional compensation to cover tuition costs, through June 30, 2024. This compensation was not included in the original contract and is meant to cover the costs of the term extension. The total amount of the original contract was \$917,922.00.

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

AMENDMENT #1
to
AGREEMENT
between
City of Waterbury
and
University of Saint Joseph

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and University of Saint Joseph, a duly registered State of Connecticut corporation doing business at 1678 Asylum Avenue, West Hartford, Connecticut 06117 (“Contractor”).

WHEREAS, the City and Contractor executed an Agreement September 25, 2019, whereby Contractor shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), for three fiscal year commencing on July 1, 2019 to June 30, 2022 (“Agreement”); and

WHEREAS, the City exercised its Option to extend the Agreement effective April 22, 2022 for an additional two-year term through June 30, 2024; and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 22.1 of the Agreement to add additional payment/tuition in the amount of Four Hundred Ninety-Seven Thousand Two Hundred Fifty-Five Dollars and Forty-Eight Cents (\$497,255.48) for the first year of the the exercised option (through June 30, 2023), and Eight Hundred Fifty Thousand Dollars (\$850,000.00) for the remainder of the term of the Agreement as extended through the exercised option (through June 30, 2024); and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. Section 3 (“Payment”) of the September 25, 2019 Agreement shall be amended to provide for additional compensation for the exercised option period terminating June 30, 2024. As such, Section 3 shall be amended to read as follows:

3. Payment.

3.1. The City shall pay Contractor an amount up to Nine Hundred Seventeen Thousand Nine Hundred Twenty Two Dollars (\$917,922.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled “Rate Schedule”. The Contractor’s Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as

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:

UNIVERSITY OF SAINT JOSEPH

Barbara J Kealey

By: Lucy A. Tucker

Print Name: Lucy A. Tucker
VP, Finance & Administration, USJ

5/11/23

Date: 5/11/23

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:

UNIVERSITY OF SAINT JOSEPH

Barbara St. Kealey

By: Lucy A. Lucker

Print Name: Lucy A. Lucker
VP, Finance & Administration, USJ

Date: 5/16/23

Date: 5/16/23



UNIVERSITY OF SAINT JOSEPH
CONNECTICUT

I, Patricia LeShane, in my official capacity as an officer, namely, Secretary of the University of Saint Joseph Board of Trustees, a corporation organized under the laws of the State of Connecticut, do hereby certify and attest that the University of Saint Joseph Board of Trustees, at its meeting on October 18, 2019, passed the following resolution:

RESOLVED, that, in accordance with the authority vested in the Board of Trustees pursuant to the University's Certificate of Incorporation and Bylaws, the Board hereby grants to the President and the Vice President for Finance & Administration the authority to sign contracts, agreements, grant applications and amendments thereto (collectively, "Agreements") by or on behalf of the University in the administration and support of its educational programs and activities and other operations, including, without limitation, agreements with federal, state or municipal governments or subdivisions thereof and foundations; provided, however, authority to enter into agreements related to borrowing of money or the sale, exchange, lease, mortgage or pledge of real estate or other assets of the University is not so granted by this resolution, except that the Vice President for Finance & Administration may, in the ordinary course of business, accept real property that is gifted to the University and sell the same as soon as practicable after such receipt; and the Board further grants to the Board Secretary the authority to attest to the actions enabled by this resolution.

I further hereby certify and attest that:

The President of the University of Saint Joseph is Rhona C. Free, and that Dr. Free has served in this role since July 1, 2015; and

The Vice President for Finance & Administration is Lucy A. Lucker, and that Ms. Lucker has served in this role since September 16, 2019.

5/11/23
Date

Patricia LeShane
Patricia LeShane
Secretary of the Board of Trustees



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 22, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and Waterford Country School, Inc.

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

In accordance with federal law (IDEA), our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs. The Waterbury School District has placed students at Waterford Country School, which operates a school for students with disabilities.

The original term of the contract was from July 1, 2020 through June 30, 2023 at a cost of \$225,879.45.

This Amendment #1 is to extend the term of the contract through June 30, 2025, provide \$108,165.92 in additional funds for the original contract period due to increased enrollment, and provide \$231,318.66 in funding for the term extension (through June 30, 2025). This compensation was not included in the original contract and is meant to cover the costs of the term extension as well as additional student enrollment.

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

AMENDMENT #1
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
Waterford Country School, Inc.

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Waterford Country School, Inc., a duly registered Connecticut corporation and having its principal place of business at 78 Hunts Brook Road, Quaker Hill, Connecticut 06375, (the “School”).

WHEREAS, the City and School executed an Agreement March 29, 2021, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A”), to certain City of Waterbury students in accordance with each student’s Individual Education Program (“IEP”), through June 30, 2023 (“Agreement”); and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to add additional payment/tuition in the amount of One Hundred Eight Thousand One Hundred Sixty-Five Dollars and Ninety-Two Cents (\$108,165.92) for the final year of the Agreement; and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 26.1 of the Agreement to extend the term of the Agreement two (2) additional years, through June 30, 2025, and provide for compensation for such extension; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 2 (“Contract Time”) shall be amended to extend the term of the Agreement two (2) additional years, through June 30, 2025. As such, Section 2 shall be amended to read as follows:**

2. **Contract Time.**

- 2.1. The term of this Agreement shall commence upon the date this Contract is signed by the Mayor and shall terminate on June 30, 2025, and shall be effective during that term, or any part thereof. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2. **Section 3 (“Tuition”), shall be amended to provide for additional student enrollment and compensation during the initial term and to provide for compensation for the additional 2 year term. As such, Section 3 shall be amended to read as follows:**

3. **Tuition.**

3.1. The City shall pay the School an amount up to Three Hundred Thirty-Four Thousand Forty-Five Dollars and Thirty-Seven Cents (\$334,045.37) through June 30, 2023 and an amount up to Two Hundred Thirty-One Thousand Three Hundred Eighteen Dollars and Sixty-Six Cents (\$231,318.66) for the period of July 1, 2023 through June 30, 2025 for the Services properly rendered pursuant to this Contract, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor’s adhering to the City of Waterbury Board of Education’s attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

3. **Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective March 29, 2021 shall remain in full force and effect and binding upon the Parties hereto.**

[Signature Page to Follow]

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:

WATERFORD COUNTRY SCHOOL, INC.

By: _____

Print Name: _____

Date: _____



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 24, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and Hartford Hospital, dba Grace S. Webb School

I respectfully request approval of the attached agreement between the City of Waterbury and Hartford Hospital, dba Grace S. Webb School. The Grace S. Webb School is an approved private special education placement for students with special needs. Our department is seeking approval of this agreement in order to provide special education services to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

The Director of Purchasing has reviewed and allowed this agreement, finding that it is a sole source procurement under Section 38.026 (B) (5) of the procurement process.

This agreement is subject to approval of non-substantive changes by the Office of the Corporation Counsel. The term of this agreement shall be for two fiscal years commencing July 1, 2022 through June 30, 2024. The total amount for this 2-year agreement is \$99,185.00 and is paid for with general funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
HARTFORD HOSPITAL**

THIS AGREEMENT, (“Agreement” or “Contract”) effective on the date signed by the Mayor (the “Effective Date”), is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Hartford Hospital, a duly registered State of Connecticut Corporation doing business at 80 Seymour Street, Connecticut 06102 (“Contractor”).

WHEREAS, Contractor, through the Institute of Living’s Grace S. Webb School, located at 200 Retreat Avenue, Hartford, Connecticut, is a private education institution specializing and licensed in the education of children with disabilities; and

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements; and

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student’s Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the Contractor perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (“I.D.E.A.”), and their respective regulations, and each individual student’s IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student’s IEP contains a description of the student’s educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student’s IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3. The City shall provide the Contractor with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2022, and update as required to include the following:

- 1.3.1.** Present level of performance
- 1.3.2.** Transition Planning (as appropriate)
- 1.3.3.** Goals and objectives
- 1.3.4.** Program Accommodations

1.4. The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.5. Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.6. Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.7. The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.8. The Superintendent or her designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.9. Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for two fiscal years commencing on July 1, 2022 and terminating on June 30, 2024, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions

as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in Contractor's facility and acknowledged by Contractor that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay Contractor an amount up to Ninety-Nine Thousand One Hundred Eighty-Five Dollars (\$99,185.00) for the entire two (2) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Contractor's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A**. The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and

services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The Contractor shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to , daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed the and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The Contractor acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

3.6. In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall

not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. Contractor agrees to adhere to the City of Waterbury Board of Education’s policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

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

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

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

Student Data that has been shared with the Contractor, and correct any erroneous information therein.

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

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

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

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

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

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

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

6. Confidentiality/FERPA.

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

confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

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

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

6.4. The Contractor shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Contractor shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Contractor's Administrator. The Contractor's Administrator shall provide a list of providers identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The Contractor shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student. The City and Board shall rely upon these representations

8. Representation Regarding Qualifications.

8.1. Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees

arising out of or resulting from the performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5. The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7. In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any

of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar 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. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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 Consultant or subcontractor or anyone for whose acts 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.

11.3.1 Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

11.3.3 Excess/Umbrella Liability Insurance: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

11.3.4 Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

11.3.5 Certificates of Insurance. Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.6 Failure to Maintain Insurance. In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.7 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices.

12.1. In performing this Agreement, 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 Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

12.2. The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, 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. 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. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor

will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

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

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

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided

to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

15.2. 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 Contractor.

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

17. Audit. The City reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. Prohibition against Gratuities and Kickbacks.

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

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

19.3. Upon 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 thereunder, 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.

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

19.5. The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

- 20. 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.
- 21. City of Waterbury's Ethics Code Ordinance.** The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.
- 22. Entire Agreement.** This Agreement shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to by the City and Contractor.

23. **Independent Contractor Relationship.** The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.
24. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.
25. **Survival.** Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.
26. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.
27. **Binding Agreement.** The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
28. **Waiver.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
29. **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 principals 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.

[Signature Page Follows]

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

WITNESSES:

CITY OF WATERBURY

Print name

By: _____

Neil M. O’Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**HARTFORD HOSPITAL ON BEHALF
OF INSTITUTE OF LIVING’S GRACE
S. WEBB SCHOOL**

Print name

By: _____

_____, Duly authorized

Print name

Date: _____

SCHEDULE “A”
Yearly Rate Schedule
City of Waterbury
And
Grace S. Webb School
(Consisting of pages)

2022 - 2023 School Calendar
Special Education rate per year

EXECUTIVE SUMMARY

DATE: May 11, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Agreement between the City of Waterbury and *Children's Community School, Inc.*

The Special Education Department requests your approval to enter into an agreement, subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel, with Children's Community School, Inc. procured through a sole source for the purposes of providing transition services to students with special needs in Waterbury Public Schools. Transition services include prevocational and employment training, community experiences and if appropriate, daily living skills and functional vocation training.

Transition services are required to be given to older students with disabilities under the Individuals with Disabilities ACT (IDEA). This agreement with Children's Community School helps the Waterbury School District provide its students with valuable transition opportunities. The District is very satisfied with the collaboration by Children's Community School and looks forward to providing the program in the future.

This is a no cost agreement and for a 3-year term, from July 1, 2023 through June 30, 2026. The City, in its sole discretion and upon the same terms and conditions, may extend this agreement for one (1) three (3) year term through, June 30, 2029, upon reasonable notice to the Contractor. A tax clearance and all requisite city compliance documents have been or will be obtained.

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
CHILDREN’S COMMUNITY SCHOOL, INC.
FOR
TRANSITION SERVICES - SPECIAL EDUCATION**

THIS AGREEMENT (“Contract” or “Agreement”), effective on the date signed by the Mayor (the “effective date”) is by and between the City of Waterbury (the “City”), 235 Grand Street, Waterbury, Connecticut, 06702, and Children’s Community School, Inc., (the “Contractor” or “Facility”), a duly registered domestic non-stock corporation, located at 31 Wolcott Street, Waterbury, Connecticut (jointly referred to as the “Parties” to this Agreement).

WHEREAS, the City and its Board of Education (the “Board”) desire to provide a transition program for students with disabilities which includes training in problem solving skills, independent living skills, job skills and social skills in a work environment; and

WHEREAS, the Contractor has agreed to partner with the City to provide transition services to include a prevocational and employment training program at and through the Contractor’s Facility; and

WHEREAS, the City and the Contractor have established guidelines for the operation of the program at the Contractor’s Facility; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

The Contractor shall provide transition services (or “transition program(s)”), as listed in Schedule A attached hereto and made a part hereof, at or from its Facility, to a selected number of students with disabilities as selected by the City. The Contractor will provide such transition services including instruction; prevocational and employment training; community experiences; and, if appropriate, acquisition of daily living skills and functional vocational training, as is set forth in the attached Schedule A, and more specifically set forth in the student’s Individualized Education Program (“I.E.P.”). The City will be responsible for the planning, implementation, evaluation and review of the transition services of each student. The Contractor and the City shall be responsible for the development and implementation of the employment training program.

The Contractor will provide the students and City staff with an orientation of its Facility, employees, and an explanation of its procedures and policies. In addition, the Contractor will review the program responsibilities with City staff and students and be available throughout the day to supervise the implementation of the program. The student participants and the transition training programs are further described as follows:

- A. Community Based Training (CBT).** Students shall receive transition services up to two (2) days per week, for no more than one and one-half (1.5) hours per day,

and no more than a total of three (3) hours per week. In addition to the Contractor's staff, the City will provide supervising school staff members (teachers and/or paraprofessionals), on site, as needed and determined by the City and the student's I.E.P. The City will be responsible for the planning, implementation, evaluation of the transition services of each student selected by the City. The City will provide transportation for each student attending said program.

- B.** Individual Work Experience (IWE). Students shall receive transition services for up to (3) days per week, for no more than three quarters (.75) of an hour to one (1) hour per day, for a total of two and one half (2.5) to three (3) hours per week. IWE students will be supervised by Contractor's staff or by a paraprofessional, if required by the student's I.E.P. The Contractor staff will evaluate the student's employment training. The IWE teacher will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.
- C.** Single Student Interns. Students shall receive transition training services for two (2) up to eight (8) hours per week. Single Student Interns will be supervised by Contractor's staff or by a paraprofessional, as determined by the student's I.E.P. The Contractor and City staff will evaluate the student's employment training. The transition coordinator or her/his representative will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.
- D.** **Distance Learning.** In the event that in-person transition programs and services are not possible; the Contractor ensures that if online or distance learning opportunities for transition programs/services are, or become, available, the Contractor will make all reasonable efforts to work with the City's Board of Education in order to afford the opportunity to City students who would otherwise benefit from in-person transition programs and services, as provided under this Agreement. In the event that online or distance learning transition services are available, whether any individual student participates in distance learning should be determined by, and in accordance with, the student's I.E.P. Such distance learning opportunities may alter the above schedules of days and hours as needed on an individual basis. The Contractor and the City shall be responsible for the development and implementation of the transition services.

2. Payment

There shall be no compensation paid by the City to the Contractor, or to the City by the Contractor. The Parties agree that the student's transition services are part of their educational program and as such the Students shall not be paid by either the City or the Contractor.

3. **Term**

The term of this Agreement shall be for the school years July 1, 2023 to June 30, 2026, or any part thereof.

3.1. Option Periods. The City, in its sole discretion and upon the same terms and conditions, may extend the term of this Agreement for one (1) three (3)-year consecutive term through June 30, 2029, upon reasonable notice to the Contractor.

4. **Representations Regarding Qualifications**

4.1. Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

4.2. Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

4.3. Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

4.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no

criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

5. Criminal Background Check and DCF Registry Check.

5.1. The Contractor shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student. The City and Board shall rely upon these representations

6. Confidentiality/FERPA.

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

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

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

6.4. The Contractor shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Contractor shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Contractor's Administrator. The Contractor's Administrator shall provide a list of providers identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Student Data Privacy.

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

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

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

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

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

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

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

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

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

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

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

8. Indemnification.

8.1. Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8.2. Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions,

damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

8.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.4. Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

8.5. The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

8.7. In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9. Contractor's Liability Insurance.

9.1. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been

approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar 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. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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 anyone for whose acts 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.

9.3.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.3.2 Automobile Liability Insurance:

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

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

9.3.3 Workers’ Compensation: Statutory Limits within the State of Connecticut:

Employers’ Liability:

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

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

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

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

9.3.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.3.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.3.6 Abuse Molestation Liability Insurance:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.3.7 Certificates of Insurance. Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

9.3.8 Failure to Maintain Insurance. In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

9.3.9 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

10. Discriminatory Practices

10.1. In performing this Agreement, 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 Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

10.2. The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

10.2.1 Equal Opportunity. In its execution of the performance of this Agreement, 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. 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.

11. Termination

11.1. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof,

at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

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

11.2. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

12. Assignability

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

13. Interest of City Official.

13.1. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

14. Prohibition Against Gratuities and Kickbacks.

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

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

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

15. Prohibition Against Contingency Fees.

15.1. 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.

16. City of Waterbury's Ethics Code Ordinance.

16.1. The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

17. Debarment.

17.1. The Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Orders 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

18. Entire Agreement.

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

19. Independent Contractor Relationship.

19.1. The relationship between the City and the Contractor is that of 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 Agreement.

19.2. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or any employee, or agent of the Contractor. Both parties acknowledge that the

Contractor and its employees are not employees of the City for federal or state tax purposes.

19.3. As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes. In particular:

19.3.1 The City will not withhold FICA (Social Security) from the Contractor's payment.

19.3.2. The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.

19.3.3 The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.

19.3.4 The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.

19.3.5 The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

20. Audit.

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

21. Severability.

21.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law.

22. Survival.

22.1. Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

23. Disputes; Legal Proceedings and Continued Performance.

23.1. Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. Waiver.

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

25. Governing Law and Choice of Forum.

25.1. 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 principals 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written below.

WITNESS:

CITY OF WATERBURY

By: _____

Neil M. O’Leary
Mayor, City of Waterbury

Print name

Date: _____

WITNESS:

**CHILDREN’S COMMUNITY
SCHOOL:**

By: _____

Print name

Print Name and Title

Date: _____

SCHEDULE A
SCOPE OF SERVICES AND TASK LIST

The Contractor shall provide the following transition services to students designated by the City.

Kitchen Job Tasks- Contractor shall instruct the student assigned to kitchen the following job tasks:

1. Using soap, wash hands in the hand washing sink, dry hands with paper towels and put on gloves.
2. Ask staff for classroom index cards which will contain the classroom number and how many students are in the class. Students arrange index cards on tables according to classrooms.
3. Gathering and placing milk crates/trays from back tables with corresponding index cards.
4. Obtaining supplies from back shelves (plates, napkins, etc.).
5. Counting out correct number of items into each crate/tray.
6. Going to the cooler and counting out correct number of milk and juices into each crate/tray.
7. Counting out correct number of hot or cold breakfast items into each crate/tray.
8. Counting items with staff to insure correct number of items are in crates.
9. Students pick up crates (groups of 2 with staff as needed) walk out of the kitchen and deliver crate to the appropriate class.
10. Proper etiquette upon arrival at classrooms (i.e. knocking on doors and entering rooms, greeting, teacher and waiting for a response to enter.
11. Entering the classroom, students greet teacher and students appropriately (hello or good morning).
12. Placing trays on desk or table as requested by the teacher, unpacking items from crate and arranging them on table upon request.
13. Leaving the room and return to the kitchen for more deliveries.
14. Upon completion of deliveries, students return to kitchen to clean up.
15. Wiping down tables, sweeping floor, and wiping down counter tops, refrigerators, cabinets, and shelves.
16. Wash, dry, and put away, dishes, pots, pans, etc.
17. Returning to classrooms (if needed) to get crates/trays.
18. Cleaning crates/trays and replacing them on tables.
19. Setting up chairs and tables, restocking supplies (straws, napkins, spoons, forks, etc.).
20. Breaking down boxes and walk outside to place in dumpster upon completion of work, students sit at tables and review performance with staff and plan for next visit.



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 11, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Agreement between the City of Waterbury and **CW Resources, Inc.**

The Special Education Department requests your approval to enter into an agreement with the CW Resources, Inc. procured through a sole source for the purposes of providing transition services to students with special needs in Waterbury Public Schools. CW Resources will provide transition services and utilize employment specialists to work with students on transition skills, including job support, skills training, job seeking and life skills training services as set forth set forth in each student's IEP.

Transition services are required to be given to older students with disabilities under the Individuals with Disabilities ACT (IDEA). This agreement with CW Resources helps the Waterbury School District provide its students with valuable transition opportunities. The District is very satisfied with the collaboration by CW Resources and looks forward to providing the program in the future.

The term of this agreement shall be for 3 years, from July 1, 2023 through June 30, 2026. The cost for the entire term is \$300,000.00, which will be paid with general funds. The City shall have the option to extend this Agreement for three (3) additional years, upon the same terms and conditions as set forth herein, by giving reasonable notice to the Contractor prior to the end of the initial three-year term. A tax clearance and all requisite city compliance documents have been or will be obtained.

**AGREEMENT
BETWEEN
CITY OF WATERBURY, BOARD OF EDUCATION
AND
CW RESOURCES, INC.
FOR
TRANSITON PROGRAM- SPECIAL EDUCATION**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, (“City” or “Board”) and CW Resources, Inc., a federally recognized 501(c) (3) not-for-profit, duly registered Connecticut corporation, located at 200 Myrtle Street, New Britain, Connecticut 06053, (“Contractor” or “CWR”).

WHEREAS, the City desires to provide transition services which include job support and skills training, job seeking and life skills training to students with disabilities; and

WHEREAS, the Contractor has agreed to provide transition services at the Contractor’s facility and at other facilities as determined by the Contractor; and

WHEREAS, the City and the Contractor agree to provide services in accordance with student’s IEP (“IEP”).

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. Contractor shall provide transition services, at the Contractor’s site or at a site selected by the Contractor, to students with disabilities as determined by the City. The Contractor will provide such transition services to include job support, skills training, job seeking and life skills training services as set forth herein or as more specifically set forth in each student’s IEP.

1.2. Contractor will continuously assess the work skills and behaviors of students assigned to the program by the City. This assessment will occur through the duration of the student’s assignment and will identify transition strengths and need areas, specifically related to the work performed and as they relate to fundamentals of work. Contractor will provide employment specialists to work with the students.

1.3. Contractor will provide the City with three (3) to four (4) written reports, per school year/per student or as agreed by the parties, which include checklists and observational data. Contractor will also provide additional information as agreed upon during the student’s involvement in CWR.

1.4 Contractor will, at the request of the City or its representatives, participate in Planning and Placement Team (“PPT”) meetings and IEP programming for the City’s students.

2. Responsibilities of the Parties.

2.1. The City will provide Contractor with a school calendar and notice of days off which may not be listed on the calendar. If the school day is a half day, students will not attend CWR. The City will also provide notice, if available, to CWR of a student’s absence. Contractor will not bill for students’ absences if notified by the City as agreed by the parties. When the City schools are closed due to inclement weather, students will not attend CWR. If an early dismissal is called before students are bussed to CWR, the students will not attend. If the students are transported and an early dismissal is called, CWR will not transport any students to another site. A delayed opening in Waterbury will also often delay Contractor’s morning transports to other sites.

2.2. Upon receipt of a properly executed release of information from each student’s parent or guardian, the City will provide Contractor with information concerning the students and educational reports and IEPs, where necessary, to assist Contractor in assessing the students’ employment placement and limitations. Contractor shall obtain a written release of information /waiver from each parent or guardian and provide it to the City.

2.3. The City will provide the students’ transportation to the Contractor’s site located at 259 Great Hill Rd., Naugatuck, CT 06770 and the Contractor will transport students from the CWR site to other work sites, if appropriate and back to the Contractor’s site located at 259 Great Hill Rd., Naugatuck, CT 06770. The students will be transported from the Contractors site to their respective homes by the District.

3. Term.

3.1. The term of this Agreement shall be for the school years July 1, 2023 through June 30, 2026, or any part thereof. The City shall have the option to extend this Agreement for three (3) additional years, upon the same terms and conditions as set forth herein, by giving reasonable notice to the Contractor prior to the end of the initial three year term.

4. Compensation.

4.1. The City shall pay Contractor an amount up to Three Hundred Thousand Dollars (\$300,000.00) for the entire contract term for transition services rendered hereunder, unless said Agreement is terminated as provided herein. The basis of the payment of said services shall be as set forth in **Attachment A** entitled “Rate Schedule.” Payment shall be made only for the school days as identified in each student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. Contractor shall provide a yearly “Rate Schedule” for each fiscal year of this Agreement for all services that may be rendered by Contractor under this Agreement.

4.1.1 Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 4 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, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City, and the student's IEP. Contractor's invoices shall describe the dates of service, work performed, services rendered, reports provided, etc. and the compensation sought therefore, in a form and with detail and clarity acceptable to the City.

5. Compensation to Students by Contractor.

5.1. The parties agree that the Contractor shall be solely responsible for compensating the students for work performed at the site in accordance with Department of Labor Fair Labor Standards Act. CWR shall be responsible for obtaining employment information, to include social security numbers, W-9 forms, etc., from the student's parents/guardians as required. Contractor shall pay wages on a weekly basis for work performed in the previous week. Contractor shall be responsible for paying all required state and federal taxes. In particular and as applicable:

5.1.1 The Contractor shall withhold FICA (Social Security) from the student's payment.

5.1.2 The Contractor shall make state or federal unemployment insurance contributions on behalf of the Contractor or the student.

5.1.3 The Contractor shall withhold state or federal income tax from payment to the student.

5.1.4 The Contractor shall make disability insurance contributions on behalf of the student.

5.1.5 The Contractor shall obtain workers' compensation insurance on behalf of the student.

6. Representation Regarding Qualifications.

6.1. Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

6.2. Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes,

codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

6.3. Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

6.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

7. Criminal Background Check and DCF Registry Check.

7.1. The Contractor shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student. The City and Board shall rely upon these representations

8. Confidentiality/FERPA.

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

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

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

8.4. The Contractor shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Contractor shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Contractor's Administrator. The Contractor's Administrator shall provide a list of providers identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

9. Student Data Privacy.

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

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

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

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

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

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

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

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

9.7. Student Data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with

the Contractor after the expiration of such contract for the purpose of storing student-generated content.

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

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

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

10. Indemnification.

10.1. Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit

the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5. The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7. In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance.

11.1. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar 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. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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 anyone for whose acts 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.

11.3.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

11.3.2 Automobile Liability Insurance:

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

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

11.3.3 Workers’ Compensation: Statutory Limits within the State of Connecticut:

Employers’ Liability:

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

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

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

Contractor shall comply with all State of Connecticut statutes as it relates to Workers’ Compensation.

11.3.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

11.3.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

11.3.6 Abuse Molestation Liability Insurance:
\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate

11.3.7 Certificates of Insurance. Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.8 Failure to Maintain Insurance. In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.9 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO

THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Termination.

12.1. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

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

12.2. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

12.3. Termination for Lack of Funding. The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

12.4. The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

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

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

13. Discriminatory Practices.

13.1. In performing this Agreement, 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 Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.2. The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

13.2.1 Equal Opportunity. In its execution of the performance of this Agreement, 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. 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.

15. Assignability

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

16. Interest of City Official.

16.1. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

17. Prohibition Against Gratuities and Kickbacks.

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

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

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

18. Prohibition Against Contingency Fees.

18.1. 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.

19. City of Waterbury's Ethics Code Ordinance.

19.1. The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

20. Debarment.

20.1. The Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Orders 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

21. Entire Agreement.

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

22. Independent Contractor Relationship.

22.1. The relationship between the City and the Contractor is that of 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 Agreement.

22.2. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or any employee, or agent of the Contractor. Both parties acknowledge that the Contractor and its employees are not employees of the City for federal or state tax purposes.

22.3. As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes. In particular:

22.3.1 The City will not withhold FICA (Social Security) from the Contractor's payment.

22.3.2. The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.

22.3.3 The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.

22.3.4 The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.

22.3.5 The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

23. Audit.

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

24. Severability.

24.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law.

25. Survival.

25.1. Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

26. Disputes; Legal Proceedings and Continued Performance.

26.1. Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Waiver.

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

28. Governing Law and Choice of Forum.

28.1. 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 principals 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESS:

CITY OF WATERBURY

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Print name

Date: _____

WITNESS:

CW RESOURCES, INC.

By: _____

Print name

Date: _____

ATTACHMENT A

Yearly Rate Schedule

City of Waterbury
And
CW Resources, Inc.
(Consisting of one page)

COST OF SERVICES

Daily job training, support and assessments – \$_____ per student/per day

Life Skills - \$ _____per hour

Situational Assessments - \$_____per report

Enhanced Staffing (one to one staffing) - \$_____ per day; Line of Sight - \$_____

Transportation from the CWR site located at 259 Great Hill Rd., Naugatuck, to other work sites, if appropriate, and back to the Contractor’s site located at 259 Great Hill Rd., Naugatuck, by CWR- \$ _____per student/ per day



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 11, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Agreement between the City of Waterbury and the ***Hispanic Coalition of Greater Waterbury, Inc.***

The Special Education Department requests your approval to enter into an agreement with the Hispanic Coalition of Greater Waterbury, Inc. procured through a sole source for the purposes of providing transition services to students with special needs in Waterbury Public Schools. Transition services include prevocational and employment training, community experiences and if appropriate, daily living skills and functional vocation training.

Transition services are required to be given to older students with disabilities under the Individuals with Disabilities ACT (IDEA). This agreement with the Hispanic Coalition of Greater Waterbury helps the Waterbury School District provide its students with valuable transition opportunities. The District is very satisfied with the collaboration by the Hispanic Coalition of Greater Waterbury and looks forward to providing the program in the future.

This is a no cost agreement and for a 3-year term, from July 1, 2023 through June 30, 2026. The City, in its sole discretion and upon the same terms and conditions, may extend this agreement for one (1) three (3) year term through, June 30, 2029, upon reasonable notice to the Contractor. A tax clearance and all requisite city compliance documents have been or will be obtained.

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
HISPANIC COALITION OF GREATER WATERBURY, INC.
FOR
TRANSITION SERVICES - SPECIAL EDUCATION**

THIS AGREEMENT (“Contract” or “Agreement”), effective on the date signed by the Mayor (the “effective date”) is by and between the City of Waterbury (the “City”), 235 Grand Street, Waterbury, Connecticut, 06702, and Hispanic Coalition of Greater Waterbury, Inc. LLC (the “Contractor” or “Facility”), a duly registered domestic non-stock corporation, located at 135 East Liberty Street, Waterbury, Connecticut 06706 (jointly referred to as the “Parties” to this Agreement).

WHEREAS, the City and its Board of Education (the “Board”) desire to provide a transition program for students with disabilities which includes training in problem solving skills, independent living skills, job skills and social skills in a work environment; and

WHEREAS, the Contractor has agreed to partner with the City to provide transition services to include a prevocational and employment training program at and through the Contractor’s Facility; and

WHEREAS, the City and the Contractor have established guidelines for the operation of the program at the Contractor’s Facility; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

The Contractor shall provide transition services (or “transition program(s)”), as listed in Schedule A attached hereto and made a part hereof, at or from its Facility, to a selected number of students with disabilities as selected by the City. The Contractor will provide such transition services including instruction; prevocational and employment training; community experiences; and, if appropriate, acquisition of daily living skills and functional vocational training, as is set forth in the attached Schedule A, and more specifically set forth in the student’s Individualized Education Program (“I.E.P.”). The City will be responsible for the planning, implementation, evaluation and review of the transition services of each student. The Contractor and the City shall be responsible for the development and implementation of the employment training program.

The Contractor will provide the students and City staff with an orientation of its Facility, employees, and an explanation of its procedures and policies. In addition, the Contractor will review the program responsibilities with City staff and students and be available throughout the day to supervise the implementation of the program. The student participants and the transition training programs are further described as follows:

- A. Community Based Training (CBT). Students shall receive transition services up to two (2) days per week, for no more than one and one-half (1.5) hours per day, and no more than a total of three (3) hours per week. In addition to the Contractor's staff, the City will provide supervising school staff members (teachers and/or paraprofessionals), on site, as needed and determined by the City and the student's I.E.P. The City will be responsible for the planning, implementation, evaluation of the transition services of each student selected by the City. The City will provide transportation for each student attending said program.

- B. Individual Work Experience (IWE). Students shall receive transition services for up to (3) days per week, for no more than three quarters (.75) of an hour to one (1) hour per day, for a total of two and one half (2.5) to three (3) hours per week. IWE students will be supervised by Contractor's staff or by a paraprofessional, if required by the student's I.E.P. The Contractor staff will evaluate the student's employment training. The IWE teacher will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.

- C. Single Student Interns. Students shall receive transition training services for two (2) up to eight (8) hours per week. Single Student Interns will be supervised by Contractor's staff or by a paraprofessional, as determined by the student's I.E.P. The Contractor and City staff will evaluate the student's employment training. The transition coordinator or her/his representative will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.

- D. **Distance Learning**. In the event that in-person transition programs and services are not possible; the Contractor ensures that if online or distance learning opportunities for transition programs/services are, or become, available, the Contractor will make all reasonable efforts to work with the City's Board of Education in order to afford the opportunity to City students who would otherwise benefit from in-person transition programs and services, as provided under this Agreement. In the event that online or distance learning transition services are available, whether any individual student participates in distance learning should be determined by, and in accordance with, the student's I.E.P. Such distance learning opportunities may alter the above schedules of days and hours as needed on an individual basis. The Contractor and the City shall be responsible for the development and implementation of the transition services.

2. **Payment**

There shall be no compensation paid by the City to the Contractor, or to the City by the Contractor. The Parties agree that the student's transition services are part of their educational program and as such the Students shall not be paid by either the City or the Contractor.

3. **Term**

The term of this Agreement shall be for the school years July 1, 2023 to June 30, 2026, or any part thereof.

3.1. Option Periods. The City, in its sole discretion and upon the same terms and conditions, may extend the term of this Agreement for one (1) three (3)-year consecutive term through June 30, 2029, upon reasonable notice to the Contractor.

4. **Representations Regarding Qualifications**

4.1. Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

4.2. Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

4.3. Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

4.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no

criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

5. Criminal Background Check and DCF Registry Check.

5.1. The Contractor shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student. The City and Board shall rely upon these representations

6. Confidentiality/FERPA.

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

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

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

6.4. The Contractor shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Contractor shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Contractor's Administrator. The Contractor's Administrator shall provide a list of providers identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Student Data Privacy.

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

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

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

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

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

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

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

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

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

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

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

8. Indemnification.

8.1. Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8.2. Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions,

damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

8.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.4. Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

8.5. The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

8.7. In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9. Contractor's Liability Insurance.

9.1. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been

approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar 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. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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 anyone for whose acts 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.

9.3.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.3.2 Automobile Liability Insurance:

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

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

9.3.3 Workers’ Compensation: Statutory Limits within the State of Connecticut:

Employers’ Liability:

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

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

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

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

9.3.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.3.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.3.6 Abuse Molestation Liability Insurance:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.3.7 Certificates of Insurance. Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

9.3.8 Failure to Maintain Insurance. In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

9.3.9 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

10. Discriminatory Practices

10.1. In performing this Agreement, 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 Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

10.2. The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

10.2.1 Equal Opportunity. In its execution of the performance of this Agreement, 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. 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.

11. Termination

11.1. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this

Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

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

11.2. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

12. Assignability

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

13. Interest of City Official.

13.1. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

14. Prohibition Against Gratuities and Kickbacks.

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

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

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

15. Prohibition Against Contingency Fees.

15.1. 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.

16. City of Waterbury's Ethics Code Ordinance.

16.1. The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

17. Debarment.

17.1. The Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Orders 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

18. Entire Agreement.

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

19. Independent Contractor Relationship.

19.1. The relationship between the City and the Contractor is that of 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 Agreement.

19.2. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or any employee, or agent of the Contractor. Both parties acknowledge that the Contractor and its employees are not employees of the City for federal or state tax purposes.

19.3. As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes. In particular:

19.3.1 The City will not withhold FICA (Social Security) from the Contractor's payment.

19.3.2. The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.

19.3.3 The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.

19.3.4 The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.

19.3.5 The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

20. Audit.

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

21. Severability.

21.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law.

22. Survival.

22.1. Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

23. Disputes; Legal Proceedings and Continued Performance.

23.1. Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. Waiver.

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

25. Governing Law and Choice of Forum.

25.1. 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 principals 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written below.

WITNESS:

CITY OF WATERBURY

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Print name

Date: _____

WITNESS:

**HISPANIC COALITION OF GREATER
WATERBURY, INC.**

By: _____

Print name

Print Name and Title

Date: _____

**SCHEDULE A
SCOPE OF SERVICES AND TASK LIST**

The Contractor shall provide the following transition services to students designated by the City. Each student may receive all of some instructions with regard to the transition services listed below:

1. Food preparation and proper cleaning techniques in the La Casa Bienvenida Senior Center.
2. Assist residents and staff with games, crafts, and reading.
3. Office tasks including copying, stuffing envelopes and other clerical duties.
4. Any other appropriate service as designated by the City and the Contractor.

**Darren Schwartz**

Deputy Superintendent

(203) 574-8016

Dschwartz@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 26, 2023

TO: Board of Education
Board of AldermanFROM: Darren Schwartz, Deputy Superintendent *DMS*

RE: Approval for an Amendment #1 to the Agreement between the City of Waterbury and CREC for Psychological Services

The Special Education Department requests your approval of Amendment #1 to the Agreement between the City of Waterbury and CREC for Psychological Services. CREC was awarded a 3-year contract through June 30, 2023. The vendor has agreed to extend the contract by two years. The total amount of the original contract was \$1,404,000.00, however, the 2-year option amount is not included in the original contract cost.

This Amendment #1 is meant to extend the initial term of the original contract by two years through 06/30/2025 and provide additional compensation in the amount of \$1,400,000.00 for the two additional years (due to increase in needs).

This amendment is consistent with the scope of services of the original procurement for psychological services to the Waterbury School District. Due to the statewide and national staff shortages (in particular, psychologists), the need for these services in the District is ongoing, and it would potentially increase the costs, be a hardship to the department, and delay these needed services.

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

AMENDMENT #1
to
PROFESSIONAL SERVICES AGREEMENT
RFP #6584
between
The City of Waterbury, Connecticut
and
Capitol Region Education Counsel (“CREC”)

THIS AMENDMENT #1 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Capitol Region Education Council, a non-profit Regional Education Service Center organized and existing pursuant to C.G.S. §§10-66a et. seq. doing business at 111 Charter Oak Avenue, Hartford, Connecticut 06106 (“CREC”).

WHEREAS, CREC submitted a proposal responding to the City’s Request for Proposals (No. 6584) by the City of Waterbury, Department of Education for School Psychology Services; and

WHEREAS, the City accepted CREC’s proposal to provide and perform services regarding RFP No. 6584 and the Parties entered into an Agreement effective August 5, 2020 (the “Agreement” or “Contract”); and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 21 of the Agreement to extend the term through June 30, 2025 and provide \$1,400,000.00 in compensation for such extension and increased needs.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 5 (“Contract Time”)** shall be amended to extend the term from **June 30, 2023 to June 30, 2025**. As such, **Section 5 (excluding subsections thereto)** shall be amended to read as follows:

5. Contract Time. CREC shall commence all work and service required under this Contract to be performed by CREC on July 1, 2020 and complete all such work and services on June 30, 2025 (“Contract Time”).

2. **Subsection 6.1. (“Fee Schedule”)** of **Section 6 (“Compensation”)** shall be amended to provide compensation for the term **July 1, 2023 through June 30, 2025**. As such, **Section 6.1.** shall be amended to read as follows:

6.1. Fee Schedule. The fee payable to CREC shall not exceed **ONE MILLION FOUR HUNDRED FOUR THOUSAND DOLLARS (\$1,404,000.00)** for the initial three (3) year term of the Agreement (through June 30, 2023) and shall be in accordance with CREC’s Revised Cost Proposal, dated June 2, 2020, attached hereto and made part

hereof as part of Attachment A, with the basis of payment as set forth below. The fee payable to CREC shall not exceed **ONE MILLION FOUR HUNDRED THROUSHAND DOLLARS (\$1,400,000.00)** for the term of July 1, 2023 through June 30, 2025, and shall be in accordance with CREC’s Cost Schedule Amendment FY 24 & FY25, attached hereto and made part hereof of as part of Attachment A, with the basis of payment as set forth below.

6.1.1 Payment for Year 1 - 7/1/2020-6/30/2021
In an amount not to exceed
Four Hundred Forty-Five Thousand
Five Hundred Dollars.\$445,500.00

6.1.2 Payment for Year 2 - 7/1/2021-6/30/2022
In an amount not to exceed
Four Hundred Sixty-Eight Thousand Dollars..... \$468,000.00

6.1.3 Payment for Year 3 - 7/1/2022-6/30/2023
In an amount not to exceed
Four Hundred Ninety Thousand
Five Hundred Dollars.\$490,500.00

Total Compensation through 6/30/2023
In an amount not to exceed
One Million Four Hundred Four Thousand Dollars.....\$1,404,000.00

6.1.4 Payment for Year 4 – 7/1/2023-6/30/2024
In an amount not to exceed
Seven Hundred Thousand Dollars.....\$700,000.00

6.1.5 Payment for Year 5 – 7/1/2024-6/30/2025
In an amount not to exceed
Seven Hundred Thousand Dollars.....\$700,000.00

Total Compensation through 6/30/2025
In an amount not to exceed
One Million Four Hundred Four Thousand Dollars.....\$1,400,000.00

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective August 5, 2020 shall remain in full force and effect and binding upon the Parties hereto.

4. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment #1 and includes the following:

1. CREC’s Cost Schedule Amendment FY 24 & FY25, consisting of 1 page, attached hereto.

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:

**CAPITOL REGIONAL EDUCATION
COUNCIL**

By: _____

Print Name: _____

Date: _____

**RFP 6584 Waterbury Public Schools
School Psychology Services
CREC Cost Schedule Amendment, FY 24 and FY25**

Hourly Rate	
FY 2024	FY 2025
\$118	\$124



Waterbury Public Schools

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

May 31, 2023

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

RE: Primary Mental Health Program Grant 2023-2025 (CSDE)

Dear President Sweeney and Commissioners:

The State Department of Education is accepting grant proposals to start or continue grant funded Primary Mental Health Programs (PMHP) at district schools. Waterbury has had a Primary Mental Health Program operating at Duggan and W. Cross Elementary Schools each year for several years now.

Waterbury proposes to continue its programs at Duggan, W. Cross Elementary Schools where the principals, teachers, and parents report that the program is very helpful to students, and historically the project data show impressive student gains (although not for a third school which has proved impossible to staff). The program is designed to assist students from grades K-3 with social and emotional problems that impact student learning. Additional details are provided in my Grant Highlights document attached.

There is a required cash match toward the total budget, as well as a requirement to provide in-kind contributions of district staff for this project. Each year of the two-year grant, the grant request is for \$20,000, the maximum allowed and the same as last year's request; and the local match for each program year will be approximately \$5,400. The match required for the project has been approved by Doreen Biolo, Chief Fiscal Officer.

Local Board of Education approval of the application is required by the Connecticut State Department of Education (CSDE). I respectfully request your permission to apply for this grant on behalf of the Waterbury Public Schools. The grant application is due on June 30, 2023. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
 Grant Writer

cc: Dr. Verna Ruffin
 Doreen Biolo
 Darren Schwartz
 Janet Frenis
 Miguel Pabon
 Sharon Walsh

Primary Mental Health Program Grant
Connecticut State Department of Education
Louise Allen Brown
May 31, 2023

Grant Highlights

Name of Grant: Primary Mental Health Program (PMHP) Grant

Purpose of Grant: The purpose of the grant is “To assist Connecticut school districts to better serve at-risk primary grade children through the availability of an early intervention mental health program for the detection and prevention of emotional, behavioral and learning problems....” (RFP)

Grant Deadline: June 30, 2023

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

Maximum Size of Awards: \$20,000/year (State Funds)

Matching Funds: Minimum of \$5,000/year.

Eligible Applicants: Local or regional boards of education are eligible to apply, and must propose a school-based PMHP program that provides services to students in prekindergarten through grade three. Further, “...If a school district has previously received state funding at any time to offer Primary Project (hereafter called “Continuing Districts”) the district may reapply if, and only if, the district offers Primary Project minimally at the previously funded level, and:

- a. expands Primary Project to offer one or more additional schools; or
- b. implements or continues a Complementary Mental Health Component (CMHPC) at the same school....”

[RFP]

Priority:

“Preference will be granted according to the following criteria:

1. Applicants who have never before been awarded funding to support PMHP activities will receive a bonus of five points in the proposal scoring.
2. Districts that indicate in their proposal how Primary Project will create opportunities for parent involvement and support components that exceed the minimum requirements may receive up to a bonus of five points in the proposal scoring.
3. Districts that provide evidence of future stability of the program and its personnel through a continuation plan that includes explicit school board support for the continued implementation of Primary Project will receive a bonus of five points in the proposal scoring.
4. Priority School Districts that apply will be awarded a five-point bonus in the proposal scoring.
5. Alliance School Districts that apply will be awarded a five-point bonus in the proposal scoring. ” [RFP]

Waterbury Proposal:

Waterbury has had a Primary Mental Health Program (PMHP) operating at Duggan and W. Cross Elementary Schools each year for several years now. (Attempts at operating a PMHP at Sprague have not been successful due to staffing difficulties). The district will apply to continue the Primary Mental Health Program at Duggan, and at W. Cross, during 2023-2025 -grant period. Student participants will be identified using the PMHP screening instrument(s), as mandated by the grant. Each of the participating schools will offer at least one 12-14 week session of programming for approximately 15 students per school, during which students will meet weekly with trained Child Associates.

Through this grant funded project, the district will 1) provide Child Associates to deliver PMHP direct services to students under the supervision of School Social Workers and School Psychologists, and the district Supervisor(s) of those specialists; 2) maintain a playroom at each school to be used by the students with the Child Associate; and 3) implement the Primary Mental Health Program at each school giving priority to first grade students (and adding students from other grades K-3 as time and funding allows). Waterbury will continue to offer Complementary Mental Health Programs (including Positive Behavior Intervention Support Programs, and Scientifically Research-Based Interventions/Early Intervention Programs) at both schools. These complementary mental health programs enhance the benefits of the Primary Project by improving students' pro-social behavior, students' school adjustment skills, and/or the school climate.

Child Associates will work with identified students in student-directed play to help students to resolve social/emotional problems. Principals, teachers, and parents have reported significant student success in the program over its years of operation in Waterbury schools.

Budget

The total annual project budget, including required matching funds from the district this year will be approximately \$25,400. Through the grant application, the district will seek \$20,000/year in State funding, the maximum allowed; and the district will provide a match of approximately \$5,400/year, plus in-kind contributions associated with staff. The Chief Financial Officer, Doreen Biolo, has approved the local match funding required once again; matching funds will be used toward Child Associate salaries and/or to purchase program screening and post-intervention instruments, in order to facilitate student selection for the program and to confirm outcomes. Additionally, there are in-kind contributions from the district for this project that will include use of school space; and supervisory staff for the Child Associates including school social workers and school psychologists, and their supervisors, principals, and the Director/Assistant Director of Pupil Services; as well as grants management and grants accounting services by existing district personnel.



Memorandum

To: Board of Education and Board of Aldermen

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

Date: May 15, 2023

Re: Board of Education Fourth Amendment Approval Request / Amendment 4 Executive Summary – Milestone C. Original CRT21-043

The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education and the Board of Aldermen for the above-referenced fourth amendment to original contract CRT21-043 in the amount of \$11,900 for additional Robotics and Automation curriculum, and classroom supplies/materials between the City of Waterbury and Milestone C for the Early College High School summer program.

This contract was initiated under the Request for Proposal (RFP #6827). After advertising a RFP on three separate occasions, Milestone C was the only responder. Milestone C was awarded the contract. Milestone C is a company with experience in industry, education, and are professional developers of STEM education products for middle and high schools. Milestone C has developed one of the most unique, highly advanced and complete project-based curricula in the nation. Their curriculum, materials and training will assist leading our WPS students to various STEM career pathways such as Robotics, Drone Technology, Engineering and Computer Science.

Under this contract, Milestone C STEM courses with related curriculum, classroom materials and professional learning for Waterbury Public School high school students are in compliance with Connecticut state law. WPS will receive standards based curriculum, classroom materials and teacher professional learning in grades 6-12 for many STEM courses including Robotics, Engineering, Software Development, and Drone Technology.

The Contract Term is three years effective on the date signed by the Mayor. The fourth amendment to original CRT21-043 project is being funded by the ESSER ARP grant in the amount of \$11,900.

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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: *Tom Parisot, Lori Walsh*

AMENDMENT #4
to the
AGREEMENT
(RFP No. 6827)
for
Aerospace, Engineering and Computer
Science Curriculum
between
The City of Waterbury, Connecticut
and
Milestone C, LLC

THIS Amendment #4, 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 Milestone C LLC, located at 5 Chestnut Lane, Woodbridge CT, 06525, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor"). (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 6827** for Aerospace, Engineering and Computer Science courses with related curriculum materials, equipment, supplies and professional learning; and

WHEREAS, the City selected Consultant to provide the services related to RFP No. 6827 and the Parties executed a Contract for these services on May 3, 2021 (the "Contract" or "Agreement"); and

WHEREAS, the Parties executed the First Amendment (Amendment #1) to the Agreement on November 3, 2021, to provide for additional services, material, equipment, and corresponding compensation; and

WHEREAS, the Parties executed the Second Amendment (Amendment #2) to the Agreement on January 16, 2022, to provide for additional services, material, equipment, and corresponding compensation; and

WHEREAS, the Parties executed the Third Amendment (Amendment #3) to the Agreement on September 20, 2022, to provide for additional services, material, equipment, and corresponding compensation; and

WHEREAS in accordance with Section 21 of the Agreement, and consistent with the Agreement's scope of services, the Parties wish to amend the Agreement for the fourth time to provide for additional services, materials, equipment, and compensation, accordingly; and

WHEREAS, the City's expanded 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 11 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

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

- I. Compensation. Section 6, Subsection 6.1, titled "Fee Schedule," of the Agreement shall be deleted in its entirety and replaced with the following:

6.1 Fee Schedule. The total fee payable to the Consultant shall not exceed EIGHT HUNDRED THOUSAND, FIVE HUNDRED EIGHTY FOUR DOLLARS and FIFTY CENTS (**\$800,584.50**) for the entire three year term of this Contract with the basis of payment being Consultant's Revised Cost Proposal dated March 2,2021, and as set forth in subsequent Amendments, including Attachment A to this Amendment #4:

6.1.1 Year 1 (2021-2022)

Original Contract	\$261,264.20
Amendment #1	\$149,324.00
Amendment #2	<u>\$35,922.40</u>
YEAR 1 Total amount not to exceed	\$446,610.50

6.1.2 Year 2 (2022-2023)

Original Contract	\$62,326.00
Amendment #1 (recurring)	\$46,200.00
Amendment #2 (recurring)	\$5,400.00
Amendment #3 (per Attachment A to Amendment #3)	\$114,222.00
Amendment #4 (per Attachment A to Amendment #4)	<u>\$11,900.00</u>
YEAR 2 Total amount not to exceed	\$240,048.00

6.1.3 Year 3 (2023-2024)

Original Contract	\$62,326.00
Amendment #1 (recurring)	\$46,200.00
Amendment #2 (recurring)	<u>\$5,400.00</u>
YEAR 3 Total amount not to exceed	\$113,926.00

TOTAL CONTRACT AMOUNT NOT EXCEED \$800,584.50

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

- 1. Milestone C, LLC's Pricing for Amendment #4, consisting of 1 page, attached hereto.

3. All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on May 3, 2021, and as amended in Amendment #1, Amendment #2, and Amendment #3 shall remain in full force and effect and binding on the Parties hereto.

[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:

MILESTONE C, LLC

Sign: Pat H Berbe

By: David Conelias

Print name: Patricia H Berbe

DAVID CONELIAS

Its: CEO

Sign: Daniel Aguer

Date: 5/23/2023

Print name: Daniel Aguer

ATTACHMENT A

To Amendment #4

1. Milestone C, LLC's Pricing for Amendment #4, consisting of 1 page, attached hereto.



100 Beard Sawmill, Suite #370, Shelton, CT 06484 | (203) 848-0360 | www.milestonec.com

ENCLOSURE D: PRICE PROPOSAL

Implementation Costs

	Unit Cost	Quantity	Total Cost
RAF License (Per Section)	\$1,200.00	1.00	\$1,200.00
Training & Professional Learning – (Per Hour)	\$225.00	12.00	\$2,700.00
In-Action Support (Per Teacher)	\$1,250.00	2.00	\$2,500.00
RAF Equipment (10 Built Hexapod Robots) *	\$550.00	10.00	\$5,500.00
Total			\$11,900.00

*WPS must provide student devices (PC, Mac, Chromebook) for each student and atleast 5 app based devices (phones, tablets, chromebooks) for app development testing

Date of Acceptance: _____

Name: _____

Title: _____

School/Organization: Waterbury Public Schools

Signature: _____

Products and services described, conditions, and prices in this proposal are satisfactory and hereby accepted. Milestone C is authorized to perform the work and deliver proposed products and services on a mutually agreed upon schedule. Payment will be made upon receipt of invoice.

Optional Recurring Costs

	Unit Cost	Quantity	Total Cost
Continuation License (Per Section)	\$1,200.00	1.00	\$1,200.00
In-Action Support (Per Teacher)	\$1,750.00	1.00	\$1,750.00
Equipment Replenishment (Per Section)	\$250.00	1.00	\$250.00

LIMITED LIABILITY COMPANY RESOLUTION

I, David Corlias, hereby certify that I am the duly authorized and acting Member Manager (circle one) of Milestone C LLC, 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 23 day of May, 2023.

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

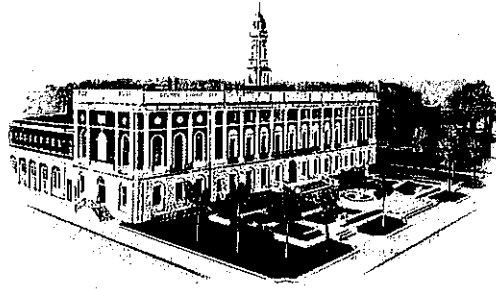
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Milestone C LLC, LLC this 23 day of May, 2023.


David Corlias

Manager/Member

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati, Supervisor of Career & Technical Education
From: Kevin McCaffery, Director of Purchasing 
Subject: Waiver Request - Amendment #4 to Contract with Board of Education and Milestone C
Date: May 11, 2023

I have reviewed the information provided by Michael Merati, Supervisor of Career & Technical Education for Waterbury Public Schools, concerning the above amendment.

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

(B) (1) The amendment is consistent with the scope of the original procurement.

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



Michael Merati
Supervisor of Career & Technical Education
Office 203-574-5029 Email: mmerati@waterbury.k12.ct.us

To: Mr. Kevin McCaffery, Purchasing Director
From: Michael Merati, Supervisor of Career & Technical Education
Date: May 10, 2023
Re: Contract Addendum 4 for CRT21-043 Milestone C

Mr. McCaffery,

Waterbury Public Schools Academic Office has established a contract with our educational partner Milestone C, CRT21-043, for curriculum licenses, professional learning for teachers and classroom materials for a 3-year period. Wilby, Kennedy, WCA, WAMS, North End, Wallace, and West Side have been provided significant funding to support updates to the Career and Technical Education programming that result in sustained improvement of student outcomes. These schools have ample ESSER ARP, Title 1, and Title 4 funding in their allocated budgets to assume these costs.

This project has been amended on three prior occasions. The first amendment was done on 11/2021 in the amount of \$149,324.00 for the purpose of purchasing additional curricula licenses, classroom materials, and teacher professional learning for Drone Technology, Drone Operator Prep, Engineering Milestones, Engineering Design Project, Software Development 1, and Software Development 2 courses. These purchases will meet student demand and requests for these courses. The second amendment was done on 1/2022 in the amount of \$35,922.40 for the purpose of purchasing additional curricula licenses, classroom materials, and teacher professional learning that was not included in amendment one due to circumstances that changed after amendment one was already completed. The third amendment was completed on 9/2022 in the amount of \$114,222 for the purpose of purchasing additional curriculum licenses, classroom materials and teacher professional learning for teachers and students. This was due to the increase in student enrollment and running of additional courses.

We are respectfully requesting that the contract for Milestone C be amended for a fourth time to include additional costs for curriculum licenses, classroom materials and teacher professional learning for teachers and students in the amount of \$11,900. The services provided will include the following:

- Additional curriculum licenses, classroom materials, and teacher professional learning for Robotics and Automation Early College High School summer camps.

The aforementioned services and materials are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Milestone C. As Section 28.073 does not require bidding if the said contract is consistent with the scope and sequence of the original procurement of services. Please provide written agreement for an amendment increase of \$11,900 for Milestone C. Please feel free to contract me at any time for additional information regarding this request.

Best Regards,

A handwritten signature in black ink, appearing to read "Michael Merati".

Michael Merati
Supervisor of Career and Technical Education



MILESTONE C
Shaping Future STEM Leaders

100 Beard Sawmill, Suite #370, Shelton, CT 06484 | (203) 848-0360 | www.milestonec.com

11 May 2023

Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

Attention: Sean Mosley

Subject: Milestone C Summer Camp at WPS – Summer 2023

Enclosure(s): (A) Course & Product Overview, (B) Non-Linear Learning, (C) Training and Support, (D)
Price Proposal

Sean,

Milestone C is pleased to provide this proposal, valid through 30 June 2023, to implement a summer camp program during Summer 2023. The proposed program will be run by Waterbury Public Schools staff, will be robotics focused with appropriate content for incoming 9th graders. The program scope will consist of 20-30 hours of project based learning for the students with a showcase at the end of the program.

The price proposal in Enclosure D is based on a class size of up to 30 students in each section. The pricing includes all online curriculum content, teacher training & support, and classroom equipment. We are quoting you for 1 section.

Provided the terms specified are acceptable, please sign Enclosure D and return to Milestone C electronically before close of business on 30 June 2023. If you have any questions, please contact me directly at 203-848-0360 or email dave@milestonec.com.

Sincerely,

David Conelias
Founder/CEO, Milestone C
203-641-4047
dave@milestonec.com
Shaping Future STEM Leaders



MILESTONE C
Shaping Future STEM Leaders

100 Beard Sawmill, Suite #370, Shelton, CT 06484 | (203) 848-0360 | www.milestonec.com

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MILESTONE C
Shaping Future STEM Leaders

100 Beard Sawmill, Suite #370, Shelton, CT 06484 | (203) 848-0360 | www.milestonec.com

ENCLOSURE A: PROGRAMS OVERVIEW

Summer Program Overview:

Robotics & Automation Fundamentals (RAF)

Grades: 8 – 12 | Duration: 20-30 Hours

To an outside observer, this may appear to be a niche industry. However, robotics is interwoven to the fabric of every single engineering and scientific industry from aerospace and automotive to medicine and nuclear physics. RAF features state-of-the-art technologies to illustrate fundamentals of articulation, feedback loops, and automation while continuing to define the cutting edge of STEM education at each step. This camp is fundamentally project-based, with increasing levels of complexity throughout and an overarching design project, testing students' critical thinking, collaboration, and communication skills throughout.





MILESTONE C
Shaping Future STEM Leaders

100 Beard Sawmill, Suite #370, Shelton, CT 06484 | (203) 848-0360 | www.milestonec.com

Product Overview:

Our staff of Fortune 500 engineers and seasoned educators jointly develop innovative project-based curricula based on real world experience. Milestone C courses are the cutting edge of STEM education, experiential learning, and student engagement.

The live training and online product set provided to teachers is extremely comprehensive, such that educators with any background and level of experience will be prepared and comfortable teaching our specialized programs. Milestone C programs include the following product set: Courseware (interactive slides to facilitate classes), e-Text (casual, textbook-style narrative accompanying each slide), Teacher Guides, Student Handouts, Student Templates, Assessments, and Rubrics and video tutorials.

The foundation of every Milestone C course is rooted in teaching students in the real context that they will apply subject knowledge in the real world (see Enclosure B: Non-Linear Learning).

Rubric: Robotic Arm Design Project Presentations (RAB-RB-UD77904_0)

		Grading					
		B	C	D	F	Q	
		Exceeds Expectations	Proficient	Meets Intent	Approached	Not Attempted	
Formal Presentation Counts	Formal Presentation Focus	7-slide problem. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	5-slide problem. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	3-slide problem. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	1-slide problem. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	0-slide problem. The student does not present the problem and the solution in a clear, concise manner. All slides are visible.	0-slide problem. The student does not present the problem and the solution in a clear, concise manner. All slides are visible.
	Formal Presentation Delivery	Formal presentation delivered and professional. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Formal presentation delivered and professional. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Formal presentation delivered and professional. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Formal presentation delivered and professional. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Formal presentation delivered and professional. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Formal presentation delivered and professional. The student presents the problem and the solution in a clear, concise manner. All slides are visible.
	Problemset	Clear and concise problem set. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Clear and concise problem set. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Clear and concise problem set. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Clear and concise problem set. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Clear and concise problem set. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Clear and concise problem set. The student presents the problem and the solution in a clear, concise manner. All slides are visible.
	Design & Use of Media	Design and use of media. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Design and use of media. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Design and use of media. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Design and use of media. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Design and use of media. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Design and use of media. The student presents the problem and the solution in a clear, concise manner. All slides are visible.
	Problems	Problems. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Problems. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Problems. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Problems. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Problems. The student presents the problem and the solution in a clear, concise manner. All slides are visible.	Problems. The student presents the problem and the solution in a clear, concise manner. All slides are visible.

Slide 6 - Our Definition

We agree that every definition of engineering is not helpful at all. It is a complex definition you may have heard here and there as help to (in fact, often misleading). If you break and come across a similar definition for not well factors. Here we have to be as our own way as the you define an "engineer" really is?

We'll give it a job as well, how does the following sound? More important, what does it mean to you?

"A career thinking industry working setting to improve the world through the scientific endeavor."

There is no right or wrong answer here. There is also no singular right path to becoming an engineer. The possibilities are endless and come in "one of" or "many" might think. In other words, the path to becoming an engineer doesn't have to be predictable as they 1, 2, 3, and so on step in identifying when you would do it or not.

TEACHER GUIDE: RAB TO VEX3M3 - KINETIC CONTROL PROJECT

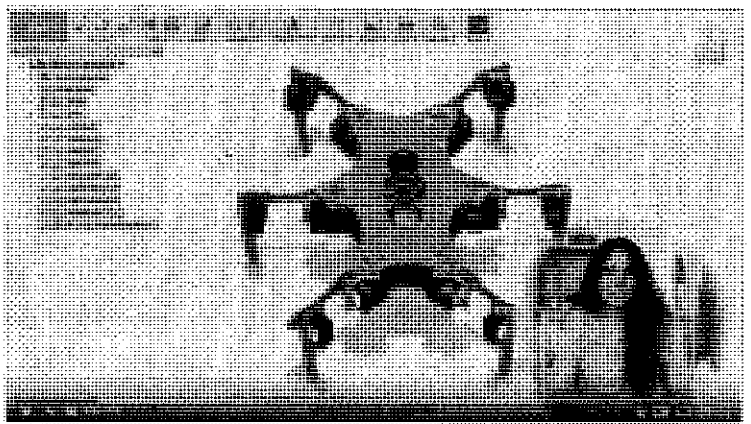
The objective of this project is for the students to design, build, and program a VEX3M3 robot arm that can pick up and place a block. The students will be working in teams of 2-3 and will be using the VEX3M3 robot arm to pick up and place a block. The students will be working in teams of 2-3 and will be using the VEX3M3 robot arm to pick up and place a block.

Even in this overly simplified example about various beams some connections of a set done, you will feel that there are 20 or more beams and it's not so simple and easy to do. In reality, there are hundreds of different beams in the engineering world of every day. When it comes to real world engineering systems there are thousands and thousands of different beams and it's not so simple and easy to do.

Not the build in this project is for the student to complete and understand the robot's motion control system. The student will be working in teams of 2-3 and will be using the VEX3M3 robot arm to pick up and place a block.

Have the students make the project in terms of 2 to 3 systems each. We recommend having each student have made 15 to 20 11" x 17" copies that are printed and cut out. To make the process easier we have included a printed form to make the process easier and will have the system in a class when. Please print to make each student 15 to 20 11" x 17" copies. Also remember that the students should be able to learn the concepts better. This is to help you evaluate the concept by making them as close to the real world as possible.

- Positive (+) Red marker
- Negative (-) Black marker
- Equal (=) Green marker
- Mechanical (M) Blue marker

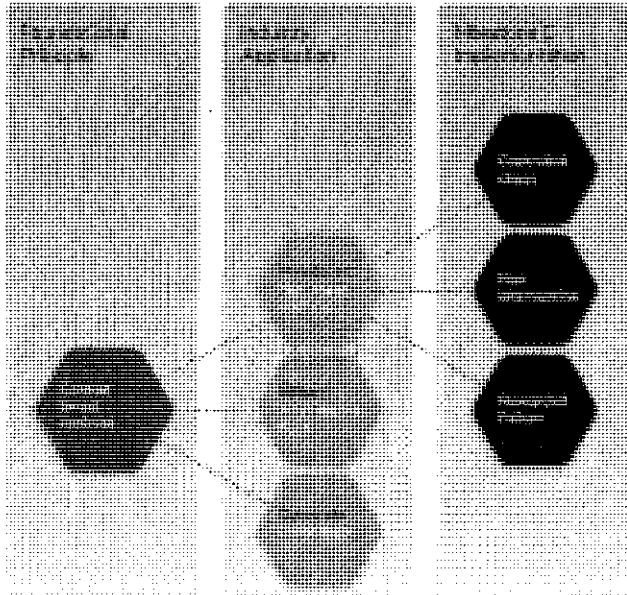




ENCLOSURE B: NON-LINEAR LEARNING

The human mind retrieves information much more effectively in contexts that resemble the original learning environment. Therefore, we believe in teaching students in the context that they will apply the subject knowledge and skills. All Milestone C curricula are built upon activities and projects that emulate real-world experiences. These include technical staff meetings, design reviews, job interviews, formal presentations to a customer, and much more.

Professional organizations from all industries operate on context-based retrieval principles. Corporations employ internship programs that groom future employees by immersing students into the real-world business environment. The U.S. Military adopts the “train like we fight” mentality, understanding the necessity of training environments that emulate real-world contingencies. In Milestone C, we developed a “Non-Linear Learning” technique based on the following philosophies:



Controlled Chaos: Controlled chaos is a highly effective learning environment. 21st Century STEM professionals work in cross-functional teams and progress takes effort. Educational environments that eliminate the potential for miscommunication, competing objectives, confusion, and even reasonable frustration also inadvertently eliminate the most valuable teamwork lessons.

Non-Intervention: Hands-off teaching is the single best facilitator of hands-on learning. In the professional environment, it takes research to get to information. Even then, data may be unclear, untimely, out of order, and conflicting. Allowing students to obtain and process information without frequent interjections is critical to broadening their horizons.

Rewarded Failure: Encouraging innovative approaches without fear of failure will groom critical thinkers. Shaping future STEM professionals begins with enabling and empowering students to learn from their failures. The primary objective of any project-based program should be to get students comfortable with problem-solving without a single “correct” answer.



100 Beard Sawmill, Suite #370, Shelton, CT 06484 | (203) 848-0360 | www.milestonec.com

ENCLOSURE C: TRAINING & SUPPORT

Teacher Training and Support

For educators to become proficient teachers of Milestone C curricula, they must become comfortable with the content as well as our philosophies of teaching the curricula. Our Professional Learning is a blend of Workshop and In-Action experiences designed to do just that. Workshops give educators a focused overview of the curriculum presented by the developers in the way it is meant to be taught. We then provide ongoing support for educators as they put these learnings into practice with their students in the classroom.

To ensure maximum student engagement, continuous learning and seamless implementation of our programs, Milestone C first builds a strong foundation for the educators who will be teaching the courses. This happens in three ways:

1. Workshop Professional Development

- Transform into educational “guides” to foster perseverance, peer learning and resilience in the students
- Professional educators teach the course (to the teachers) in an interactive workshop to simulate the intended implementation style in the classroom
- Learn non-traditional, open-ended classroom methods
- Experience the program as a student to gain insight into the lessons from the students’ perspective
- Equip teachers with curricula overview, tech knowledge and experience so they can confidently implement the program
- Gain an understanding of Milestone C’s “Non-Linear Learning” philosophy where students learn-by-doing and are encouraged to try, fail, learn and then try again

2. Implementation Support

- Help ensure a seamless implementation by providing the program curriculum, all necessary equipment & hardware, and comprehensive training for those who will be teaching the course(s).
- Provide continuous support to stand up the program, including full access to our professional educators for feedback, trouble-shooting and additional insights
- All teachers have access to our Professional Learning Community, where topics are openly discussed, and best practices exchanged

3. In-Action Coaching

- Bi-weekly check-ins
- Monthly meetings to review progress and provide guidance
- Co-teach a lesson with the educator
- Make scheduled classroom visits (live or virtual) to interact with students and offer additional perspective on the material



ENCLOSURE D: PRICE PROPOSAL

Implementation Costs

	Unit Cost	Quantity	Total Cost
RAF License (Per Section)	\$1,200.00	1.00	\$1,200.00
Training & Professional Learning – (Per Hour)	\$225.00	12.00	\$2,700.00
In-Action Support (Per Teacher)	\$1,250.00	2.00	\$2,500.00
RAF Equipment (10 Built Hexapod Robots) *	\$550.00	10.00	\$5,500.00
Total			\$11,900.00

*WPS must provide student devices (PC, Mac, Chromebook) for each student and atleast 5 app based devices (phones, tablets, chromebooks) for app development testing

Date of Acceptance: _____

Name: _____

Title: _____

School/Organization: Waterbury Public Schools

Signature: _____

Products and services described, conditions, and prices in this proposal are satisfactory and hereby accepted. Milestone C is authorized to perform the work and deliver proposed products and services on a mutually agreed upon schedule. Payment will be made upon receipt of invoice.

Optional Recurring Costs

	Unit Cost	Quantity	Total Cost
Continuation License (Per Section)	\$1,200.00	1.00	\$1,200.00
In-Action Support (Per Teacher)	\$1,750.00	1.00	\$1,750.00
Equipment Replenishment (Per Section)	\$250.00	1.00	\$250.00

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

Education Services

(Service or Commodity Covered by Contract)

3 Year – 2023/2024 school year is the 3rd year

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

Education Services

(Service or Commodity Covered by Purchase Order)

Multiple associated with above contract

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:

Self

Spouse

Joint

Child

=====

(Name of Official)

(Position with City)

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

Interest Held By:

Self

Spouse

Joint

Child

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

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

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

I have read and agree to the above certification.

Milestone C LLC

(Name of Company, if applicable)



5/21/2023

Signature of Individual (or Authorized Signatory)

Date

David Conelias

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,

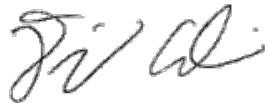
- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or 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: Milestone C LLC _____

Print Name and Title of Authorized Representative: David Conelias, CEO _____

Signature of Authorized Representative: _____


Date: 5/21/2023 _____

**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.: 81-5002292

County of Fairfield CT

David Conelias, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____ of Milestone C (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 David Conelias	CEO	Milestone C	Both	12/12/85
2 Joshua Gilbert	CTO	Milestone C	Both	08/28/77
3 Kelsey Sewell	Lead Educator	Milestone C	Both	12/22/88
4 Patricia Berube	Admin	Milestone C	Both	02/01/60

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

(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 David Conelias	CEO	12/12/1985	50
2 Joshua Gilbert	CTO	08/28/1977	50
3			
4			

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

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

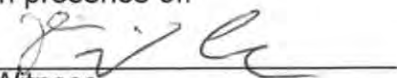
(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:


Witness


Name of Partnership/Business

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

By: David Conelias
Name of General Partner/ Sole Proprietor

5 Chestnut Lane, Woodbridge, CT 06525
Address of Business

State of Connecticut)

81-5002292) SS

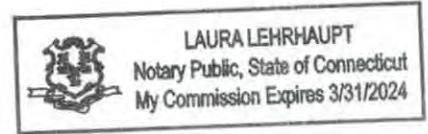
County of Fairfield)

David Conelias being duly sworn,

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

Subscribed and sworn to before me this 23 day of May 2023.

My Commission Expires: 3/31/24
Laura Lehrhaupt (Notary Public)



For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

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

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

PRODUCER AllConnecticut Insurance Brokers 20A Pasco Dr East Windsor CT 06088		CONTACT NAME: Tyler Netz PHONE (A/C, No, Ext): 860-232-7076 E-MAIL ADDRESS: tyler@allctinsurance.com		FAX (A/C, No): 860-236-8882
INSURED Milestone C, LLC 100 Beard Sawmill Rd #370 Shelton CT 06484		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Penn-America Insurance Company		
		INSURER B: HISCOX		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	PAV0376000	5/21/2022	5/21/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						GENERAL AGGREGATE	\$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PRODUCTS - COMP/OP AGG	\$ included
B	CYBER LIABILITY			MPL4950377.22	08/27/2022	08/27/2023	Professional Liability	\$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A - Business Property Coverage PAV0376000 5/21/2022 5/21/2023 \$30,000
 The City of Waterbury and Waterbury Board of Education are listed as an Additional Insured's on a primary and non-contributory basis based on the Blanket Additional insured endorsement under policy number PAV0294703 when a written contract is in force.
 This General Liability Policy is endorsed for Drone coverage in the amount of \$100,000.
 Milestone C is providing curriculum, teacher professional development and educational equipment in a variety of tech and STEM focused subjects. The teacher training will be online and in person. The contract is for 3 years, the first year being the implementation of all programs, and the following 2 years are sustainment and licensing..

CERTIFICATE HOLDER The City of Waterbury and Board of Education 236 Grand St. Waterbury CT 06702	CANCELLATION 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 Tyler Netz
--	--

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Janet Frenis
Chief Academic Officer
203 574 8341
jfrenis@waterbury.k12.ct.us

To: Honorable Board of Alderman
Honorable Board of Education

From: Janet Frenis, Chief Academic Officer

Date: May 9, 2023

Subject: Amendment with Cormier Consulting, LLC for services provided to Commissioner's Network Schools

The Education Department seeks approval of Amendment #4 of the agreement between Waterbury Public Schools and Cormier Consulting, LLC (CRT-20-289) to extend the length of the agreement through the 2023-2024 school-year and provide for compensation for the extension. The amendment is consistent with the scope of services of the original procurement.

The parties entered into an Agreement to provide teacher and administrator professional development services to Commissioner's Network schools (Wallace Middle School, North End Middle School, and West Side Middle School) effective November 10, 2020. The Agreement was amended to include Wilby High School upon acceptance into the Commissioner's Network.

The Amendment will provide Commissioner's Network schools with an additional year of support with a focus on capacity building and sustainability at a cost of \$142,000.00 funded through the Commissioner's Network Fund. Service include executive leadership team support, instructional data team training and support, instructional coach training and calibration, small group teacher training, full staff professional learning, and co-planning sessions.

AMENDMENT 4
to
PROFESSIONAL SERVICES AGREEMENT
for
TEACHER & ADMINSTRATOR PROFESSIONAL DEVELOPMENT
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Cormier Consulting, LLC

THIS AMENDMENT 4 (“Amendment 4”), 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 Cormier Consulting, LLC, (hereinafter “Cormier Consulting” or “Consultant”), with its principal place of business located at 589 East Street, Middletown, Connecticut 06457, a State of Connecticut duly registered limited liability company (jointly referred to as the “Parties”).

WHEREAS, the Parties entered into an Agreement to provide teacher and administrator professional development services, effective on November 10, 2020 (the “Agreement” or “Contract”); and

WHEREAS, the Parties executed Amendment 1 to the Agreement on February 24, 2021, to provide for additional services and compensation for West Side Middle School; and

WHEREAS, the Parties executed Amendment 2 to the Agreement on June 26, 2021, to extend to term of the Agreement to provide for additional professional development services and additional compensation; and

WHEREAS, the Parties executed Amendment 3 to the Agreement on February 3, 2022, to provide for additional services and compensation; and

WHEREAS, the City exercised its Option 1 to extend the Agreement through June 30, 2023, effective June 20, 2022 at a cost of \$200,250.00; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to provide for additional services and compensation and exercise Option 2, consistent with the Agreement, as amended.

NOW THEREFORE, all provisions herein are hereby incorporated into this Amendment #4 and it is mutually agreed to amend the Agreement as follows:

1. The fees payable to the Consultant shall not exceed ONE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$142,000.00) for Option Period 2 (July 1, 2023 through June 30, 2024) (“Second Option Compensation”), and shall be in accordance with Cormier Consulting’s “Waterbury Commissioner Network School Support 2023-2024 Proposal,” attached hereto and incorporated herein in Attachment A.
2. **Pursuant to Sections 5.1. and 5.1.2 of the November 10, 2020 Agreement, as amended by Amendment #2, dated June 26, 2021, the City hereby exercises its Option 2 (“Second Option”) to extend the Agreement, as amended, for the term of July 1, 2023 through June 30, 2024 in an amount not to exceed the Second Option Compensation in Section 1 of this Amendment #4. The Parties hereby acknowledge that this Amendment #4 constitutes written notice of the City’s election to exercise said Second Option, is unconditionally acceptable to the Consultant, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Second Option. The Parties further agree that the exercise of said Second Option hereby binds both Parties to the extension of the term, and all other provisions of said Agreement, as amended and shall have full force and effect through June 30, 2024.**
3. **Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment #4 and includes the following:**
 1. Waterbury Commissioner Network School Support 2023-2024 Proposal, consisting of 4 pages, attached hereto.
4. All other terms, conditions, and provisions of the November 10, 2020 Agreement, as amended, shall remain in full force and effect and binding on the Parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment 4 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

CORMIER CONSULTING, LLC

Matthew J. Nozdziak MATTHEW J. NOZDZIAK By: _____
Sign & Print name

David R. Cormier _____
David R. Cormier, Ph.D.

David Mazderik David Mazderik
Sign & Print name

Executive Director, Cormier Consulting, LLC

Date: 5-24-23



David R. Cormier, Ph.D.
Education Consultant

"Be the change you wish to see in the world." Gandhi

Waterbury Commissioner Network School Support (North End Middle, Wallace Middle, West Side Middle and Wilby High School) 2023-2024 Proposal

NOTE: This is NOT a contract. This document is intended to describe service options and approximate pricing for materials and services. Service descriptions and pricing should be used to inform contract agreements between Cormier Consulting, LLC and Waterbury Public Schools.

The services and materials described below are designed to support the improvement of *Talent, Academics, Culture & Climate*, and *Operations* as outlined in the turnaround plans for each of the Waterbury Commissioner Network Schools.

***A focus for year 3-4 will be on structures for continuous capacity building and sustainability.**

SERVICE DELIVERY OPTIONS & DESCRIPTIONS

The following service descriptions can be combined in any way to comprise a single day of service.

Service/ Deliverable	Description of Services and Deliverable	Delivery Structure Options
1. Executive Leadership Team Support / Critical Friend	Research suggests that over 70% of large scale reform efforts fail (Kotter, 2012 – Forbes Magazine; McKinsey & Company, 2009). Initiative/reform failure has been linked to initiative fatigue, low efficacy levels, lack of traction, and lack of coherence. The purpose for executive leadership team support is to provide technical assistance and guidance to address implementation, progress monitoring, and strategy development. Support may include planning, critical friend assistance, and/or the development of materials to aid executive leadership execution of the network plan.	Hourly meetings (as needed) with building administrators.
2. Schoolwide Leadership Team (SWLT) / Content Coordinator Support	To provide ongoing training, facilitation, and or technical assistance to further the professional learning of content coordinators. Topics may include, but are not limited to the following: <ul style="list-style-type: none"> ▪ Leadership theory & leadership practices ▪ Organizational growth & development ▪ Leading transformational change ▪ Growth-oriented feedback practices 	Hourly meetings with content coordinators; Co-facilitate department IDTs; Learning walk calibrations during Content Coordinator planning periods.

3. Instructional Data Team (IDT) Training & Support	<p>To support & strengthen content/grade-level instructional data team functioning. To provide ongoing training, facilitation, and or technical assistance.</p> <p>Topics may include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Professional Learning Community (PLC) philosophy & vision • Data Team (DT) Process Steps • Common Formative Assessment (CFA) development & scoring • Standards in Practice Rubrics/Protocols • Looking at Student Work Protocols • Lesson Analysis Protocols (focus on rigor & grade-level assignments) • Lesson Design Protocols • Lesson Study (using Swivl) 	<p>Grade-level/department planning times & Full staff faculty meeting/1/2 day professional learning time</p>
4. Instructional Coach Training & Calibration	<p>To provide instructional coaching training and support to NEMS numeracy instructional coach. Topics to include:</p> <ul style="list-style-type: none"> ▪ Instructional coaching philosophies and practices ▪ Instructional coaching cycles and goal setting ▪ Supporting systems change ▪ Forms and documentation ▪ Communication transparency ▪ Debriefing/feedback practices <p>Provide instructional coaching calibration opportunities for numeracy coaches and literacy facilitators that may include, but not limited to:</p> <ul style="list-style-type: none"> ▪ co-observation of a series of lessons with an external facilitator; ▪ engagement in professional dialogue about instructional strengths and areas for growth (connecting to the CCT); ▪ exploration of in-class support and teacher feedback options; and ▪ collaboratively deconstructing classroom coaching and feedback sessions with the facilitator and coach each observing and taking the lead for debriefing lessons with teachers. 	<p>Half or full-day training</p> <p>Half or full-day calibration conversations and classroom visits</p>
5. Small Group Teacher Training	<p>Teachers rotate in small groups (10-15 teachers based on common needs identified by self-assessment, instructional coaching data, and/or TEVAL data) through 45-90 minute targeted sessions (see topics below)</p> <p>Up to three or four, 1-2-hour training sessions per day.</p> <p>Training topics may include, but are not limited to the following:</p> <ul style="list-style-type: none"> ▪ Intentional & Targeted Planning ▪ Learning Targets & Success Criteria ▪ Do Nows/Warm-Ups/Schema Activators ▪ Takeaways/Closure ▪ Academic Rigor, Depth of Knowledge, Cognitive Demand ▪ Critical Thinking ▪ Inquiry & Questioning Techniques ▪ Productive Classroom Discourse ▪ Student Engagement / Student-Centered Learning ▪ Formative Assessment Practices ▪ Differentiation & Flexible Grouping ▪ Executive Function, Learning Dispositions & Habits of Mind 	

6. Full Staff PD	To provide full staff professional learning experiences connected to the instructional framework and SIP.	Afternoon Faculty Meeting Professional Learning Sessions
7. Certified Staff Instructional Coaching	To provide 1:1 instructional coaching to 70 teachers. Teachers submit a draft lesson plan for an upcoming lesson. Instructional coach visits and observes instruction for 30-45 minutes and engages teacher in a 15 minute debrief session.	12 Full Days per Round 25 minute classroom visit followed by 15 minute coaching conversation
8. Co-Planning Sessions	Teachers rotate in small groups through 40 minute co-planning sessions. Teachers would bring draft lessons and work with the facilitator and their colleagues to strengthen lessons by adding or adapting elements and strategies of the instructional model.	Afternoon department block for 40 minute co-planning sessions
9. Lesson Audits	<p>Research on classroom instruction based on <u>The Opportunity Myth</u> has indicated a need to audit lesson plans for instructional rigor and on-grade-level assignments. Using an adapted protocol from the TNTP project, participants will review lesson plans and explore trends in lesson plan development. Trends will be analyzed and used to determine teacher support and professional learning opportunities.</p> <p>TNTP. (2018). <i>The opportunity myth: What students can show us about how school is letting them down—and how to fix it</i>. Retrieved from https://tntp.org/publications/view/student-experiences/the-opportunity-myth.</p>	TBD
10. Learning Walk Facilitation	To facilitate learning walks aligned to the <i>CN Intentional Planning Guide</i> in an effort to calibrate administrators, instructional coaches, and content coordinators to the essential tier 1 instructional practices of the CN Intentional Planning Guide.	
11. Staff Self-Assessment	<p>To design and administer a customized teacher self-assessment based on the <i>CN School Intentional Planning Guide</i>. [Teacher self-assessments will be anonymous, however, information pertaining to grade level and subject area will be collected.]</p> <p>To analyze self-perception data for trends and triangulate with walkthrough, TEVAL and instructional coaching data.</p>	
12. School Climate / PBIS / Restorative Practice Initiative Support	<p>An increasing number of schools have explored implementing Restorative Practices to address the social, emotional and behavioral needs of students. For many, this has meant struggling with what to do with existing Positive Behavioral Intervention & Support policies, structures and practices. Far too often we are accused of throwing away reforms and initiatives in favor of the latest and greatest. Support will focus on customizing a framework that supports both PBIS AND Restorative Practices and will address the following outcomes:</p> <ul style="list-style-type: none"> ▪ To actualize a framework that incorporates the critical elements of PBIS & Restorative Practices; ▪ To identify the fidelity indicators that would determine the degree to which the initiatives are being implemented with a high level of consistency, quality, accuracy & integrity; and ▪ To determine actionable steps for prioritizing and implementing a framework that includes timelines, marketing/communication messaging, training outlines, tools & resources. 	Afternoon PBIS Committee Meetings

FEE STRUCTURE

North End Middle School

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Onsite Training, Coaching and Technical Assistance	To provide direct-service to North End Middle School staff (services outlined under Service Delivery Options & Descriptions above). <i>*A focus for year 4 will be on structures for continuous capacity building and sustainability.</i>	10 days = \$22,500.00
		TOTAL \$22,500.00

Wallace Middle School

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Onsite Training, Coaching and Technical Assistance	To provide direct-service to Wallace Middle School staff (services outlined under Service Delivery Options & Descriptions above). <i>*A focus for year 4 will be on structures for continuous capacity building and sustainability.</i>	12 days = \$27,000.00
		TOTAL \$27,000.00

West Side Middle School

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Onsite Training, Coaching and Technical Assistance	To provide direct-service to West Side Middle School staff (services outlined under Service Delivery Options & Descriptions above). <i>*A focus for year 4 will be on structures for continuous capacity building and sustainability.</i>	10 days = \$22,500.00
		TOTAL \$22,500.00

Wilby High School

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
25 Days of Service	To provide direct-service to Wilby High School staff (services outlined under Service Delivery Options & Descriptions above). <i>*A focus for year 3 will be on structures for continuous capacity building and sustainability.</i>	30 Days = \$67,500.00
Materials	Materials and Resources aligned to the service delivery options outlined above.	\$2,500.00
		TOTAL \$70,000.00

LIMITED LIABILITY COMPANY RESOLUTION

I, David R. Cormier, hereby certify that I am the duly authorized and acting Manager of Cormier Consulting, 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.

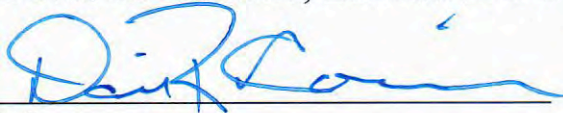
The following resolution was adopted at a meeting of the LLC duly held on the 24th day of May, 2023.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Cormier Consulting, LLC this 24th day of May, 2023.

David R. Cormier, Executive Director




Manager



MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Dr. Lara D. White, Director of Equity and Inclusion 

DATE: May 26, 2023

RE: Executive Summary Amendment #1 to Extend Current Contract

EXECUTIVE SUMMARY

I am hereby request that you approve the attached amendment #1 for extending the contract term from June 30, 2024 June 30, 2024 to allow the vendor to continue in providing this vital program for WPS Middle School Students. There is no change in scope or cost.

Waterbury Public Schools entered into a contract with Waterbury Youth Services (WYS) for the purposes of providing an Out of School Suspension program for Waterbury Students. This is a multi-tiered, tier three intervention that would provide the opportunity for youth given an Out of School Suspension to receive academic and behavioral support in a safe and structured environment. and WYS is an ideal partner for this program due to a long-term partnership with Waterbury Public Schools and forty-six-year history of working successfully with Waterbury's youth. WYS currently serves approximately 1000 youth per year, the vast majority of whom are Waterbury Public School students. They provide services through 22 programs including Juvenile Review Board (JRB), Truancy Prevention and Counseling, after school programs such as Linking Academics to Life (LAL), Youth and Family Emergency Services (YFES), Child Advocacy Center (CAC), and so much more.

This program supports Waterbury Public School's Multi-Tiered Intervention Systems (MTSS) framework, as well as, our participation as an Alliance District and Waterbury Public Schools to be in compliance with the State Department of Education recommendations and goals for the district. The estimated costs for this year-long program are not to exceed \$117, 278.00.

The project is being funded between two sources that include Title IV and the Department of Education's ESSER ARP grant. The Title IV fund covers \$ 30,000 and ESSER ARP the remaining balance of \$ 87,278.

Amendment
to
PROFESSIONAL SERVICES AGREEMENT
For
Waterbury Youth Services' Reboot Pilot Program
between
The City of Waterbury, Connecticut
and
Waterbury Youth Services, Inc.

THIS AMENDMENT ("Amendment") is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and WATERBURY YOUTH SERVICES, INC. (the "Contractor"), a Connecticut corporation located at 83 Prospect Street, Waterbury, Connecticut, (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, the City and the Contractor entered into an Agreement, effective on November 9, 2022, for Reboot, an Out of School Suspension program (the "Agreement" or "Contract"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to in order to expand the scope of the Agreement and to provide for additional compensation, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. **Paragraph 2 of the Agreement shall be amended to read as follows:**

WHEREAS, the Contractor submitted a proposal to the City to provide Reboot, an Out of School Suspension program, for up to seven Waterbury Public School middle school students each school day; and

2. **Section 1 "Scope of Services" of the Agreement shall be amended to read 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 the Waterbury Youth Services' Reboot Pilot Program for up to seven Waterbury Public Schools middle school students daily who are placed in out of school suspension, including student transportation to and from the program location to be held at 83 Prospect Street, Waterbury, Connecticut as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** Sole Source documents (attached hereto)
- 1.1.2** Waterbury Youth Services' Reboot Pilot Program for WPS OSS Middle School Students proposal (attached hereto)
- 1.1.3** Waterbury Youth Services' proposed projected budget (attached hereto)
- 1.1.4** Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6** All Required Licenses
- 1.1.7** 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 Waterbury Youth Services' Reboot Pilot Program for WPS OSS Middle School Students proposal (attached hereto)
- 1.2.4 Waterbury Youth Services' proposed projected budget (attached hereto)
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

3. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

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 terminating June 30, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("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.

4. **Section 6 "Compensation" of the Agreement shall be amended to read 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 for the 2022-2023 academic year shall not exceed One Hundred Seventeen Thousand Two Hundred Seventy-Eight dollars (\$117,278.00).

Compensation for the Contractor's services for the 2023-2024 academic year shall not exceed One Hundred Seventeen Thousand Two Hundred Seventy-Eight dollars (\$117,278.00).

The compensation shall be paid in conformity with the Waterbury Youth Services' proposed projected budget, 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.

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:

WATERBURY YOUTH SERVICES,
INC.

Sign: _____

By: _____

Print name:

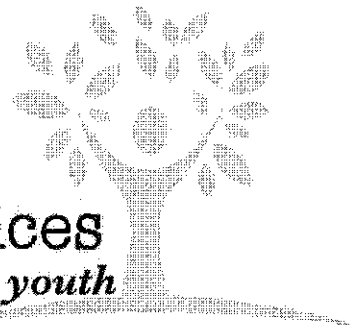
Its: CEO

Sign: _____

Date: 5/25/23

Print name:

Waterbury **Youth** Services
Creating opportunities that empower youth



CORPORATE RESOLUTION

I, Janice Paul, hereby certify that I am the duly elected Treasurer of the Waterbury Youth Services, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the governing Executive Committee of said corporation duly held on the 11th day of March 2023.

“It is hereby resolved that James M. O’Rourke is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof” within the scope and authority as Interim Executive Director.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Waterbury Youth Services corporation this 25th day of May 2023.

A handwritten signature in black ink, appearing to read 'Justin Golden'.

Justin Golden, Treasurer

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



[Empty rectangular box for service or commodity covered by contract]

(Service or Commodity Covered by Contract)

[Empty rectangular box for term of contract]

(Term of Contract)

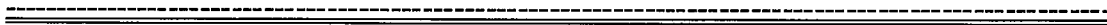


[Empty rectangular box for service or commodity covered by contract]

(Service or Commodity Covered by Contract)

[Empty rectangular box for term of contract]

(Term of Contract)



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(Service or Commodity Covered by Contract)

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(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

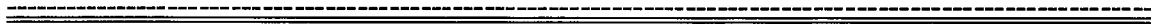
B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

II. Financial Interest Disclosure

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

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



[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

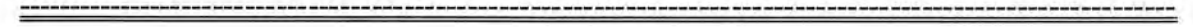
(Position with City)

[Empty box for Nature of Business Interest]

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

Interest Held By:

Self Spouse Joint Child



[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

(Position with City)

[Empty box for Nature of Business Interest]

(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.

Waterbury Youth Services, Inc
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

02/22/2023
Date

James O'Rourke Interim Executive Director (management Agreement)
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:

*Waterbury Youth Services Inc
83 Prospect Street
Waterbury, CT 06702*

Print Name and Title of Authorized Representative:

James O'Rourke, Interim Executive Director

Signature of Authorized Representative:

Date: *07/22/2023*

**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.: Waterbury

County of New Haven

James O'Rourke, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Interim Exec. Director of Waterbury Youth Services, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

3. That as a person desiring to contract with the City (check all that apply):
- The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

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

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	<i>none</i>			
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	<i>none</i>			
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	<i>none</i>	
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2	<i>none</i>		
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2	<i>none</i>	
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness _____

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

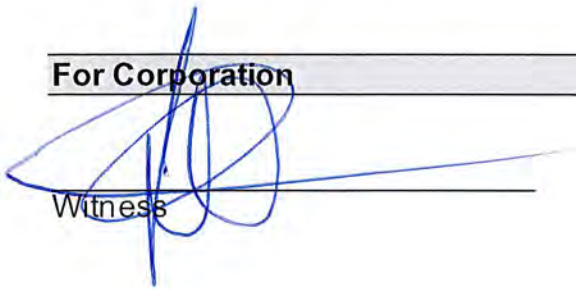
Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation



Witness

Waterbury Youth Services, Inc
Name of Corporate Signatory
83 Prospect St. Waterbury, CT
Address of Business 06702

Affix
Corporate
Seal

Diane Teixeira

By: _____
Name of Authorized Corporate Officer

Its: President, Board of Directors
Title

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

State of Connecticut)

) SS Waterbury

County of New Haven)

Diane Teixeira being duly sworn,

deposes and says that he/she is President of Waterbury Youth Services and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 22nd day of Feb 2023.

Luiz Aquil

(Notary Public)

My Commission Expires: 11/30/2023

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 2/24/23

To: Jerry Gay- Contract Manager
Department of Education

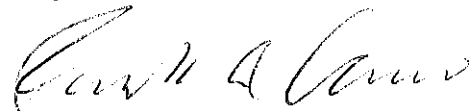
Subject: Tax Clearance

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

Waterbury Youth Services System Inc.
83 Prospect 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



MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Nyree Toucet, Director of College and Career Readiness

DATE: May 30, 2022

RE: Request to amend contract with Naviance by PowerSchool for consulting and professional learning services

EXECUTIVE SUMMARY

The Department of Education requests to amend our contract with Naviance by PowerSchool for the purpose of providing consulting and professional learning services. Naviance Remote Consulting hours for an ongoing consultative engagement can be used for: data import/integration and set up questions, configuration assistance, deployment/rollout assistance for particular modules, consultation on best practices (e.g. what is the best way to do certain tasks with Naviance), Q&A or consultation sessions with staff on specific processes or parts of the product, best practice webinars, and toolkits/resources. Meetings with a Naviance Application Specialist/Project Manager are intended to be a space to address questions, plan for future needs, and ensure implementation is running smoothly.

The term of this contract is upon signature of the parties and will continue until August 31, 2024. Naviance by PowerSchool is a sole source project that will be funded by the Department of Education's ESSER grant, for a total \$7, 145.

Attached for your review and consideration is the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Naviance by PowerSchool.

Amendment
to
PROFESSIONAL SERVICES AGREEMENT
For
Naviance by Powerschool
between
The City of Waterbury, Connecticut
and
Powerschool Group, LLC

THIS AMENDMENT (“Amendment”) is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the “City”) and POWERSCHOOL GROUP, LLC (the “Consultant”), a Delaware limited liability company with principal business address at 150 Parkshore Drive, Folsom, California, (jointly referred to as the “Parties” to this Amendment).

WHEREAS, the City and the Consultant entered into an Agreement, effective on November 4, 2022, for a 3-year PowerSchool subscription for Waterbury Public School District grades 6-12, including all related licenses, subscriptions, software and accompanying support (the “Agreement” or “Contract”); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to expand the scope of services to include remote consulting and training for the time period May 2023 – April 2024 and remote consulting for the time period September 2023 – August 2024, and to provide for additional compensation consistent therewith, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 1 “Scope of Services” of the Agreement shall be amended to read 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. (a) The Project consists of and the Contractor shall provide a 3-year PowerSchool subscription for Waterbury Public School District grades 6-12, including all related licenses, subscriptions, software and accompanying support as further detailed and described in Attachment A and hereby made material provisions of this Contract.

(b) Because Contractor's performance obligations under this Contract are set forth in the Licenses, provisions of this Contract document that refer to Contractor's

performance of physical or on-site labor or services, the generation of any unique and/or tangible or intangible deliverables, work product or intellectual property, and/or that otherwise conflict with any of the Licenses, are generally inapplicable and any specific License terms pertaining to Contractor's performance and obligations shall control over any general terms in the Contract.

(c) References in the Contract to "work" and "commencement of work" and similar phrases shall be construed to refer to the commencement of each License subscription, and any references to work and/or services to be performed under the Contract shall not pertain to any of Contractor's other activities and course of business, such as curriculum development or publishing. The Licenses shall terminate in accordance with their respective terms, provided that the City may terminate for lack of funding as provided in Section 13.3 of the Contract. As used in this Contract, "subcontractors" means and refers to third parties performing services on behalf of Contractor in Connecticut regarding the activation, implementation, and maintenance of the licensed programs. The parties agree that the City may audit Contractor's financial records relating to the Contract to the extent mandated by applicable law.

(d) Because the "work" consists of commencement of each License subscription, for the avoidance of doubt: Contract language that refers to the reporting requirements of work progress in Section 3.8, the milestone and completion dates in Section 5, the requirement that payment be subject to the City's review of the work in Section 6.1 and 6.3, the City's ability to issue change orders regarding the work in Section 25, and any similar provisions shall not apply; and the City's compensation obligations under Section 6 of the Contract shall begin upon Contractor's commencement of the Licenses and the issuance of Contractor's invoice in accordance with the Licenses.

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** The City's sole source documentation dated May 13, 2022 (attached hereto)
- 1.1.2** Contractor's quote dated May 25, 2022, Contractor's quote dated April 3, 2023, Contractor's quote dated April 24, 2023 (attached hereto)
- 1.1.3** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4** Certificates of Insurance, incorporated by reference
- 1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6** All Required Licenses
- 1.1.7** Required Contract Provisions ARPA Funded Projects
- 1.1.8** Provisions of the Power School Main Services Agreement, February 14, 2022 version.

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 The City's sole source documentation dated May 13, 2022, Contractor's quote dated April 3, 2023, Contractor's quote dated April 24, 2023 (attached hereto)

1.2.3 Contractor's quote dated May 25, 2022 (attached hereto)

1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

1.2.5 Provisions of the PowerSchool Main Services Agreement, February 14, 2022 version

2. **Section 6 "Compensation" of the Agreement shall be amended to read 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 One Hundred Ninety Thousand Eight Hundred Twenty-Five dollars and Eighty-Eight Cents (\$190,825.88).

The compensation shall be paid in conformity with the Contractor's quotes dated May 25, 2022, April 3, 2023 and April 24, 2023 which are 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 6.1. 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. Reserved.

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.

3. “Attachment A” of the Agreement shall be amended to read as follows:

ATTACHMENT A

1. The City's sole source documentation dated May 13, 2022 (attached hereto)
2. Contractor's quotes dated May 25, 2022, April 3, 2023 and April 24, 2023
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

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:

POWERSCHOOL GROUP, LLC

Sign: _____

By: _____

Print name:

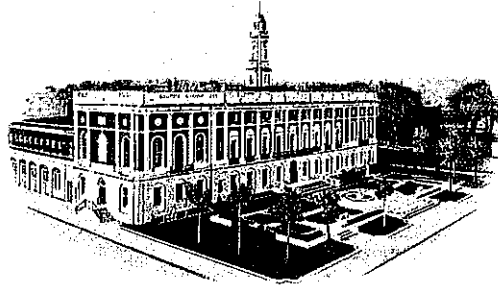
Its: _____

Sign: _____


Date: _____

Print name:

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Nyree Toucet – Director of College and Career Readiness
From: Kevin McCaffery - Director of Purchasing 
Subject: Contract Amendment for Naviance by PowerSchool
Date: April 24, 2023

I have reviewed the information provided in the attached memo dated April 20, 2023 from Nyree Toucet, Director of College and Career Readiness, regarding the contract between the City of Waterbury, Education Department, and Naviance by PowerSchool.

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

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

Therefore, it is my opinion to proceed with the amendment with Naviance by PowerSchool.



Nyree C. Toucet
Director of College and Career Readiness
(203) 574-8327
ntoucet@waterbury.k12.ct.us

To: Kevin McCaffery, Purchasing Director

From: Nyree Toucet, Director of College and Career Readiness

Date: April 20, 2023

Re: Contract Amendment for Naviance by PowerSchool

Waterbury Public Schools has established a contract with Naviance by PowerSchool, for the purpose of providing students in grades 6-12 a college, career, and life readiness (CCLR) platform. Including all related licenses, subscriptions, and software. It enables students to discover their strengths and interests build critical social-emotional learning skills, create actionable goals, find scholarships, complete the college application process, and find their best-fit path and career after high school.

We respectfully request that the contract for Naviance by PowerSchool be amended to include additional costs for consulting and professional development for staff. The services provided will include the following:

- Naviance remote consulting (May 2023 – April 2024)
- Naviance remote training (May 2023 – April 2024)
- Naviance Remote Consulting (September 2023 – August 2024)

The aforementioned services are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Naviance by PowerSchool. As Section 38.073 does not require bidding if the said contract is consistent with the scope and sequence of the original procurement of services. Please provide written agreement for an amendment increase of \$7,145 for Naviance by PowerSchool. Please feel free to contact me at any time for additional information regarding this request.

Best,

Nyree C. Toucet

Nyree C. Toucet
Director of Collee and Career Readiness



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-779427 - 1
 Quote Expiration Date: 2-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Carl Bunch	Customer Contact:	Nyree Toucet
Customer Name:	Waterbury School District	Title:	Director of College & Career Readiness
Enrollment:	17,220	Address:	236 Grand Street
Contract Term:	12 Months	City:	Waterbury
Start Date:	1-SEP-2023	State/Province:	Connecticut
End Date:	31-AUG-2024	Zip Code:	06702-1930
		Country:	United States
		Phone #:	2035748327

Product Description	Quantity	Unit	Extended Price
Initial Term 1-SEP-2023 - 31-AUG-2024			

Naviance Remote Consulting	15.00	Hours	USD 3,600.00
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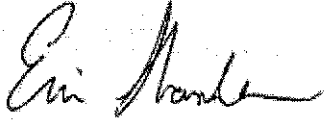
Professional Services and Setup **USD 3,600.00**
 Fee Totals:

Subscription Period Total	
Subscription Period	1-SEP-2023 - 31-AUG-2024
Amount To Be Invoiced	USD 3,600.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 3-APR-2023

Waterbury School District
Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

POWERSCHOOL GROUP LLC
Data Privacy Rider
(Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

Whereas, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

Waterbury School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 3-APR-2023

Date:

Statement of Work

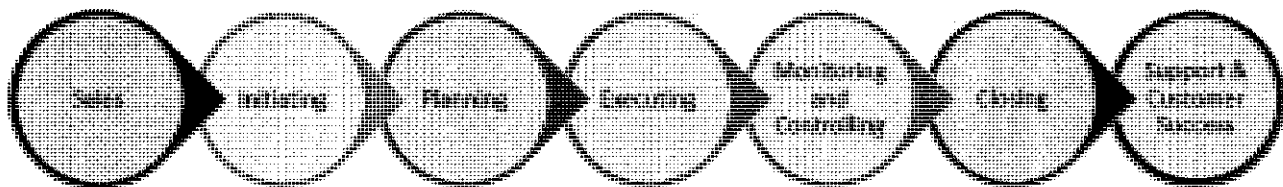
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Phase	Initiation	Planning	Execution	Monitoring and Controlling	Closing	Support & Transition Services
Key Deliverables	Project Charter	Project Management Plan	Work Breakdown Structure	Performance Reports	Final Project Report	Final Project Report
Key Activities	Identify Stakeholders	Define Scope	Execute Work	Monitor Progress	Close Project	Provide Support
Key Roles	Project Sponsor	Project Manager	Team Lead	Team Lead	Team Lead	Team Lead

Released January 2021
 Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Released January 2021

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Naviance Remote Consulting Statement of Work

PowerSchool Responsibilities to Initiate Engagement:

- Provide Intake information and this Statement of Work.

Customer Responsibilities to Initiate Engagement:

- Reply to Intake survey, review and return this Statement of Work.

Timeframe

- This Statement of Work aligns with the active dates of your contract for Naviance Services.

Scope:

- Naviance Remote Consulting hours for an ongoing consultative engagement can be used for: data import/integration and set up questions, configuration assistance, deployment/rollout assistance for particular modules, consultation on best practices (e.g. what is the best way to do XYZ with Naviance), Q&A or consultation sessions with staff on specific processes or parts of the product, best practice webinars, and toolkits/resources.
- Naviance Remote Consulting cannot be used for functional training or support relating to product defects or issues.

Meetings:

- Meetings with your Naviance Application Specialist/Project Manager are intended to be a space to address questions, plan for future needs, and ensure your implementation is running smoothly. It is critical that the Customer project team be prompt and prepared for each meeting. Cancellation within 24 hours or no showing to the meeting will result in a depletion of Services backlog the equivalent of half the billable time of the scheduled meeting. Outside of scheduled meetings, the Naviance Services team adheres to a 24-hour service-level agreement (SLA) for responding to customer outreach. Naviance Support is available to both school and district users to respond to immediate technical needs or questions as they arise.

Change in Scope:

- Naviance Remote Consulting hours are designed and intended to be used flexibly by customers. If not otherwise known, our team will work with your team to determine a high-level plan upon project kick off for maximizing the Services you have purchased. Any requested deviation from the agreed-upon scope needs to be documented via email by the customer so the Application Specialist can adjust the above scope and provide an update on the hours remaining on the project to confirm sufficient hours remain to address additional needs as they may arise.



PowerSchool, Inc.
 100 Franklin St., Suite 200
 Grand Rapids, MI 49503
 (616) 941-2000

Quote Validity: Valid for 30 days

Prepared By:	Dana Dubbe	Customer Contact:	Nyree Toulou
Customer Name:	Waterbury School District	Title:	Director of College & Career Readiness
Enrollment:	17,211	Address:	236 Grand Street
Contract Term:	12 Months	City:	Waterbury
Start Date:	1-MAY-2023	State/Province:	Connecticut
End Date:	30-APR-2024	Zip Code:	06702-1930
		Country:	United States
		Phone #:	2035748327

Product Description	Quantity	Unit	Extended Price
Initial Term 1-MAY-2023 - 30-APR-2024			

Naviance Remote Consulting	8.00	Hours	USD 1,920.00
		Professional Services and Setup	USD 1,920.00
		Fee Totals:	

Training Services			
Naviance Training Remote	5.00	Hours	USD 1,625.00
		Training Services Total:	USD 1,625.00

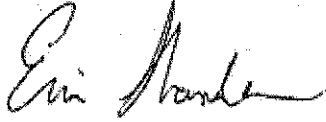
Subscription Period Total	
Subscription Period	1-MAY-2023 - 30-APR-2024
Amount To Be Invoiced	USD 3,545.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 24-APR-2023

Waterbury School District

Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

POWERSCHOOL GROUP LLC

Data Privacy Rider
(Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

Whereas, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

Waterbury School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 24-APR-2023

Date:

Statement of Work

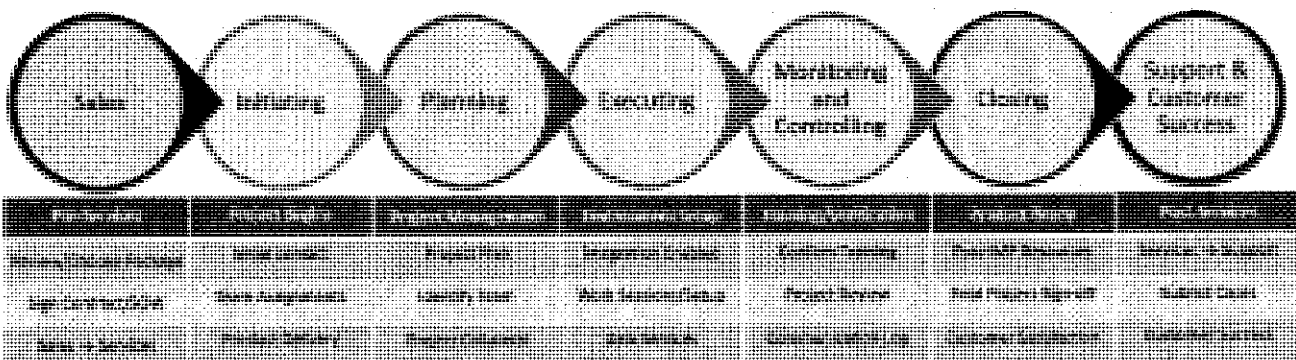
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

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Released January 2021

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Naviance Remote Consulting Statement of Work

PowerSchool Responsibilities to Initiate Engagement:

- Provide Intake information and this Statement of Work.

Customer Responsibilities to Initiate Engagement:

- Reply to Intake survey, review and return this Statement of Work.

Timeframe

- This Statement of Work aligns with the active dates of your contract for Naviance Services.

Scope:

- Naviance Remote Consulting hours for an ongoing consultative engagement can be used for: data import/integration and set up questions, configuration assistance, deployment/rollout assistance for particular modules, consultation on best practices (e.g. what is the best way to do XYZ with Naviance), Q&A or consultation sessions with staff on specific processes or parts of the product, best practice webinars, and toolkits/resources.
- Naviance Remote Consulting cannot be used for functional training or support relating to product defects or issues.

Meetings:

- Meetings with your Naviance Application Specialist/Project Manager are intended to be a space to address questions, plan for future needs, and ensure your implementation is running smoothly. It is critical that the Customer project team be prompt and prepared for each meeting. Cancellation within 24 hours or no showing to the meeting will result in a depletion of Services backlog the equivalent of half the billable time of the scheduled meeting. Outside of scheduled meetings, the Naviance Services team adheres to a 24-hour service-level agreement (SLA) for responding to customer outreach. Naviance Support is available to both school and district users to respond to immediate technical needs or questions as they arise.

Change in Scope:

- Naviance Remote Consulting hours are designed and intended to be used flexibly by customers. If not otherwise known, our team will work with your team to determine a high-level plan upon project kick off for maximizing the Services you have purchased. Any requested deviation from the agreed-upon scope needs to be documented via email by the customer so the Application Specialist can adjust the above scope and provide an update on the hours remaining on the project to confirm sufficient hours remain to address additional needs as they may arise.



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-778700 - 3
 Quote Expiration Date: 29-MAY-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Dana Bulba	Customer Contact:	Nyree Toucet
Customer Name:	Waterbury School District	Title:	Director of College & Career Readiness
Enrollment:	17,211	Address:	236 Grand Street
Contract Term:	12 Months	City:	Waterbury
Start Date:	1-MAY-2023	State/Province:	Connecticut
End Date:	30-APR-2024	Zip Code:	06702-1930
		Country:	United States
		Phone #:	2035748327

Product Description	Quantity	Unit	Extended Price
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Initial Term 1-MAY-2023 - 30-APR-2024			
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Professional Services and Setup Fees			
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Naviance Remote Consulting	8.00	Hours	USD 1,920.00
Professional Services and Setup Fee Totals:			USD 1,920.00

Training Services			
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Naviance Training Remote	5.00	Hours	USD 1,625.00
Training Services Total:			USD 1,625.00

Subscription Period Total	
---------------------------	--

Subscription Period	1-MAY-2023 - 30-APR-2024
Amount To Be Invoiced	USD 3,545.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 24-APR-2023

Waterbury School District
Signature:

Printed Name:

Title:

Date:

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POWERSCHOOL GROUP LLC
Data Privacy Rider
(Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

Whereas, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services.

Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

Waterbury School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 24-APR-2023

Date:

Statement of Work

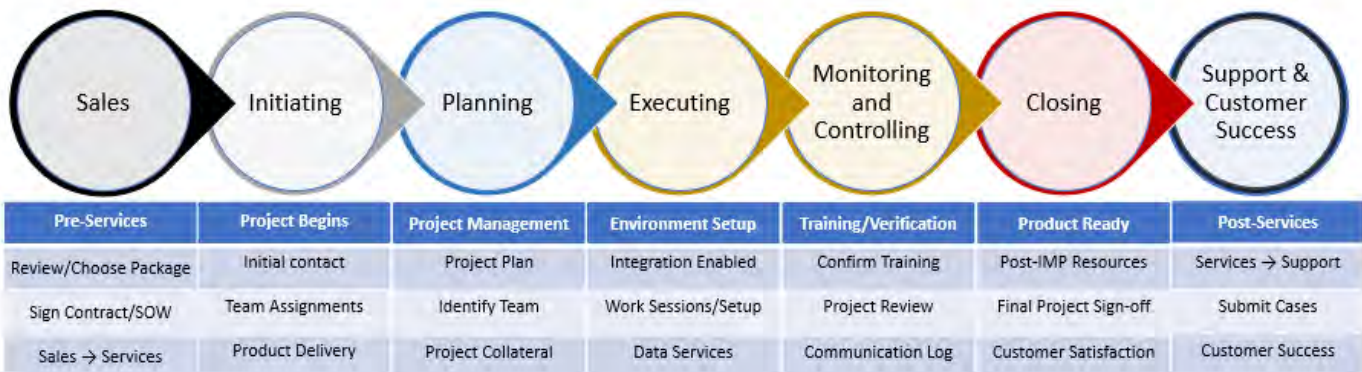
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Meetings:

- Meetings with your Naviance Application Specialist/Project Manager are intended to be a space to address questions, plan for future needs, and ensure your implementation is running smoothly. It is critical that the Customer project team be prompt and prepared for each meeting. Cancellation within 24 hours or no showing to the meeting will result in a depletion of Services backlog the equivalent of half the billable time of the scheduled meeting. Outside of scheduled meetings, the Naviance Services team adheres to a 24-hour service-level agreement (SLA) for responding to customer outreach. Naviance Support is available to both school and district users to respond to immediate technical needs or questions as they arise.

Change in Scope:

- Naviance Remote Consulting hours are designed and intended to be used flexibly by customers. If not otherwise known, our team will work with your team to determine a high-level plan upon project kick off for maximizing the Services you have purchased. Any requested deviation from the agreed-upon scope needs to be documented via email by the customer so the Application Specialist can adjust the above scope and provide an update on the hours remaining on the project to confirm sufficient hours remain to address additional needs as they may arise.



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-779427 - 1
 Quote Expiration Date: 2-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Carl Bunch	Customer Contact:	Nyree Toucet
Customer Name:	Waterbury School District	Title:	Director of College & Career Readiness
Enrollment:	17,220	Address:	236 Grand Street
Contract Term:	12 Months	City:	Waterbury
Start Date:	1-SEP-2023	State/Province:	Connecticut
End Date:	31-AUG-2024	Zip Code:	06702-1930
		Country:	United States
		Phone #:	2035748327

Product Description	Quantity	Unit	Extended Price
Initial Term 1-SEP-2023 - 31-AUG-2024			
Professional Services and Setup Fees			
Naviance Remote Consulting	15.00	Hours	USD 3,600.00
Professional Services and Setup Fee Totals:			USD 3,600.00

Subscription Period Total	
Subscription Period	1-SEP-2023 - 31-AUG-2024
Amount To Be Invoiced	USD 3,600.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 3-APR-2023

Waterbury School District
Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

POWERSCHOOL GROUP LLC
Data Privacy Rider
(Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

Whereas, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services.

Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

Waterbury School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 3-APR-2023

Date:

Statement of Work

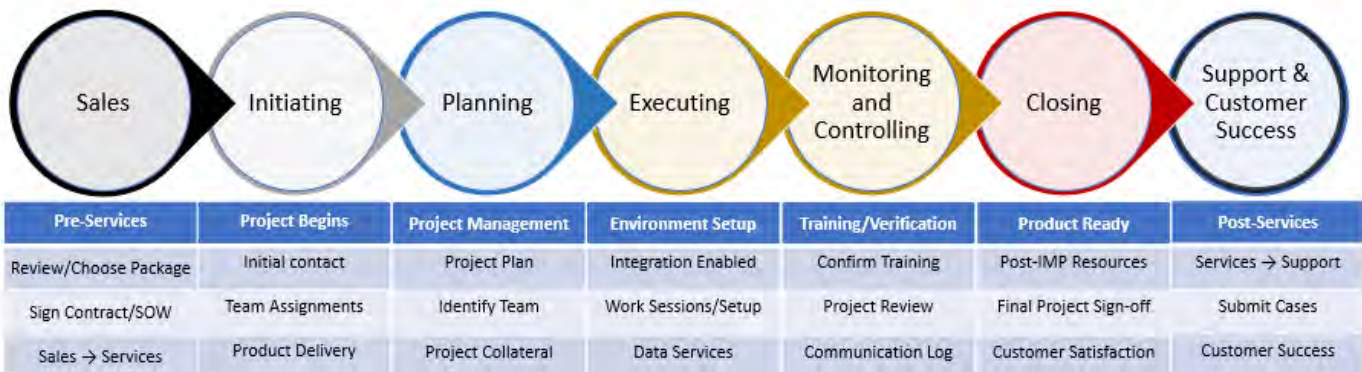
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Naviance Remote Consulting Statement of Work

PowerSchool Responsibilities to Initiate Engagement:

- Provide Intake information and this Statement of Work.

Customer Responsibilities to Initiate Engagement:

- Reply to Intake survey, review and return this Statement of Work.

Timeframe

- This Statement of Work aligns with the active dates of your contract for Naviance Services.

Scope:

- Naviance Remote Consulting hours for an ongoing consultative engagement can be used for: data import/integration and set up questions, configuration assistance, deployment/rollout assistance for particular modules, consultation on best practices (e.g. what is the best way to do XYZ with Naviance), Q&A or consultation sessions with staff on specific processes or parts of the product, best practice webinars, and toolkits/resources.
- Naviance Remote Consulting cannot be used for functional training or support relating to product defects or issues.

Meetings:

- Meetings with your Naviance Application Specialist/Project Manager are intended to be a space to address questions, plan for future needs, and ensure your implementation is running smoothly. It is critical that the Customer project team be prompt and prepared for each meeting. Cancellation within 24 hours or no showing to the meeting will result in a depletion of Services backlog the equivalent of half the billable time of the scheduled meeting. Outside of scheduled meetings, the Naviance Services team adheres to a 24-hour service-level agreement (SLA) for responding to customer outreach. Naviance Support is available to both school and district users to respond to immediate technical needs or questions as they arise.

Change in Scope:

- Naviance Remote Consulting hours are designed and intended to be used flexibly by customers. If not otherwise known, our team will work with your team to determine a high-level plan upon project kick off for maximizing the Services you have purchased. Any requested deviation from the agreed-upon scope needs to be documented via email by the customer so the Application Specialist can adjust the above scope and provide an update on the hours remaining on the project to confirm sufficient hours remain to address additional needs as they may arise.

Date: May 25, 2022

Office of the Corporation Counsel
235 Grand Street
Waterbury, CT 06702

Re: Approval Request of Amendment to 11/10/20 Agreement City of Waterbury and ESS Northeast, LLC Re: Substitute Teachers and Paraprofessional Staffing

Dear Board Commissioners and Board of Alderman,

The Human Capital/Education Department respectfully requests your approval to amend the above referenced Agreement with ESS Northeast, LLC. ESS began a partnership with Waterbury Public Schools during November of 2020 to provide our district with substitute staff to cover staff absences, long-term leaves, and certified staff vacancies in our schools.

There have been three amendments to the original contract. The first amendment was done because in the summer of 2021, our district had a shortage of teacher applicants for our summer school positions and therefore we reached out to ESS and requested their assistance in filling summer school teacher positions with substitute teachers. This had never previously been done because we have always had enough teacher candidates to teach summer school. The second amendment was done in September of 2021 in order to comply with the State of Connecticut's minimum wage requirements. The third Amendment was done in November of 2021 and it was to increase pay of substitutes due to the covid-19 pandemic which had significantly impacted the number of applicants and it was challenging to hire staff and substitute teachers.

With the previous amendments, ESS was able to fill the staffing needs of the district by hiring more substitute teachers, which led them to more than double the daily fill rate of substitute teachers. This supported our schools by providing temporary relief to the large number of unprecedented vacancies in our schools. The total not to Exceed cost for the current contract was not increased for the prior three amendment rate increases due to our not expecting an increased fill rate. The fill rate has in fact more than doubled requiring an additional four million dollars needed to complete the contract thru 6/30/23 and I hereby request approval of Amendment Consistency for this increase to the contract cost. Therefore, we would like to request a fourth amendment to the current contract as follows:

1. Increase the amount of the total value of the current contract from \$4,500,000 to \$9,500,000.

Additionally, we are completing year three of our current contract and we are requesting to opt into the 4th year and 5th year option to extend the contract with an additional amendment. This addendum will include that ESS is to provide additional help of 2-3 days of onsite assistance to the full time District Manager, they would keep pricing rates the same as they are, and they would add a half day rate of pay for substitute teachers. This is in line with the scope of services of the initial contract and the full cost per year would be \$2.5 million per year and not to exceed \$5 million for two years combined, and in our opinion the added services are within, and consistent with the previously signed procurement agreement with ESS, Northeast, LLC. The grand total for the two amendments is for \$9.5 million dollars. It is the intent of our district to go back out to RFP for these services during the second year of this extension.

Accordingly, attached for your review and consideration is the proposed addendum to the Agreement. Lastly, please be advised that the Human Capital/Education Department is readily available for any questions you may have regarding this matter. If you do have any questions, please don't hesitate to contact me at 203-574-8000.

Respectfully Submitted,

Juan Mendoza
Assistant Superintendent
236 Grand St., Room 309
(203) 574-8109

AMENDMENT #4
to
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 6700)
for
Substitute Teachers and Paraprofessional Staffing
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
ESS Northeast, LLC

THIS AMENDMENT #4 (“Amendment 4”), 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 ESS NORTHEAST LLC, (hereinafter “ESS” or “Contractor”), with its principal place of business located at 800 Kings Highway North, Suite 405, Cherry Hill, New Jersey 08034, a State of Delaware registered limited liability company, duly registered in the State of Connecticut as a foreign limited liability company (jointly referred to as the “Parties” to this Amendment #4).

WHEREAS, the Contractor submitted a proposal responding to the City’s Request for Proposals (No. 6700) by the City of Waterbury, Department of Education, for Substitute Teachers and Paraprofessional Staffing; and

WHEREAS, the City accepted ESS’s proposal to provide and perform services regarding RFP No. 6700 and the Parties entered into an Agreement effective on November 10, 2020 (the “Agreement” or “Contract”); and

WHEREAS, the Parties executed Amendment #1 to the Agreement on June 29, 2021, to provide for additional Summer School Teacher substitute services and corresponding compensation; and

WHEREAS, the Parties executed Amendment #2 to the Agreement on September 10, 2021, to amend the compensation rate in accordance with Public Act 19-4; and

WHEREAS, the Parties executed Amendment #3 to the Agreement on January 14, 2022 to amend the compensation rate; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to further amend the Agreement to exercise the City’s first and second Options to extend the Agreement, amend the compensation to include Half-Day rates and compensation for the exercised Options, and provide on-site support services for a full time District Manager, consistent with the Agreement; and

WHEREAS, a portion of the City's expanded purchases under this Amendment #4 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 11 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.

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

1. Subsection 6.1 (“Fee Schedule”) of the November 10, 2020 Agreement, as amended in accordance with Amendment #1, dated June 29, 2021, as amended in accordance with Amendment #2, dated September 10, 2021, as amended in accordance with Amendment #3, dated January 14, 2022, shall be amended pursuant to this Amendment #4 to read as follows:

6.1. Fee Schedule. The fee payable to ESS shall not exceed **NINE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000.00)** for the entire term of the Agreement, including exercised Option periods. The fee for the initial three year Contract Term shall not exceed **ONE MILLION, FIVE HUNDRED THOUSAND (\$1,500,000.00)** for any one year of the initial Contract Term. The fees payable to ESS shall be in accordance with the schedule below.

6.1.1. The fees payable to ESS shall be made in accordance with the following pay rate and billing schedule, based on daily rates, and in accordance with minimum wage rates for the State of Connecticut, during the time periods as detailed below.

6.1.1.1. For the period November 1, 2020 through July 31, 2021, the rates shall be as follows:

Position	Pay Rate	% Mark Up	Contractor Daily Rate (Bill Rate)
Daily Non-Certified Substitute Teacher	\$84	29.40%	\$108.70
Daily Certified Substitute Teacher	\$94	29.40%	\$121.64
Long Term Substitute Teacher (41+ days)	\$135	29.40%	\$174.69
Substitute Paraprofessional	\$84	29.40%	\$108.70
Building Based Substitute Teacher	\$94	29.40%	\$121.64
Computer Educator Substitute Teacher	\$94	29.40%	\$121.64
Substitute In-School Suspension Substitute	\$94	29.40%	\$121.64

Summer School Teacher K-12 (per diem)	\$120	29.40%	\$108.70
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6.1.1.2. Effective January 14, 2022 through June 30, 2022, the rates shall be as follows:

Position	Pay Rate	% Mark Up	Contractor Daily Rate (Bill Rate)
Daily Non-Certified Substitute Teacher	\$110	29.40%	\$142.34
Daily Certified Substitute Teacher	\$125	29.40%	\$161.75
Long Term Substitute Teacher (41+ days)	\$135	29.40%	\$174.69
Substitute Paraprofessional	\$110 \$91	29.40%	\$117.75
Building Based Substitute Teacher	\$125	29.40%	\$161.75
Computer Educator Substitute Teacher	\$125	29.40%	\$161.75
Substitute In-School Suspension Substitute	\$125	29.40%	\$161.75
Summer School Teacher K-12 (per diem)	\$125	29.40%	\$161.75

6.1.1.3 Effective July 1, 2022, for the period of July 1, 2022 through May 31, 2023, the rates shall be as follows:

Position	Pay Rate	% Mark Up	Contractor Daily Rate (Bill Rate)
Daily Non-Certified Substitute Teacher	\$110	29.40%	\$142.34
Daily Certified Substitute Teacher	\$125	29.40%	\$161.75
Long Term Substitute Teacher (41+ days)	\$135	29.40%	\$174.69
Substitute Paraprofessional	\$98	29.40%	\$126.81
Building Based Substitute Teacher	\$125	29.40%	\$161.75
Computer Educator Substitute Teacher	\$125	29.40%	\$161.75

Substitute In-School Suspension Substitute	\$125	29.40%	\$161.75
Summer School Teacher K-12 (per diem)	\$125	29.40%	\$161.75

6.1.1.4 Effective June 1, 2023, for the period of June 1, 2023 through the termination date of the Agreement, including any exercised Option periods, the rates shall be as follows:

Position	Pay Rate	% Mark Up	Contractor Daily Rate (Bill Rate)
Daily Non-Certified Substitute Teacher – Full Day	\$110	29.40%	\$142.34
Daily Non-Certified Substitute Teacher – Half Day	\$55	29.40%	\$71.17
Daily Certified Substitute Teacher – Full Day	\$125	29.40%	\$161.75
Daily Certified Substitute Teacher – Half Day	\$62.50	29.40%	\$80.87
Long Term Substitute Teacher (41+ days) – Full Day	\$135	29.40%	\$174.69
Long Term Substitute Teacher (41+ days) – Half Day	\$67.50	29.40%	\$87.35
Substitute Paraprofessional – Full Day	\$105	29.40%	\$135.87
Substitute Paraprofessional – Half Day	\$52.50	29.40%	\$67.94
Building Based Substitute Teacher – Full Day	\$125	29.40%	\$161.75
Building Based Substitute Teacher – Half Day	\$62.50	29.40%	\$80.87
Computer Educator Substitute Teacher – Full Day	\$125	29.40%	\$161.75
Computer Educator Substitute Teacher – Half Day	\$62.50	29.40%	\$80.87
Substitute In-School Suspension Substitute – Full Day	\$125	29.40%	\$161.75
Substitute In-School Suspension Substitute – Half Day	\$62.50	29.40%	\$80.87
Summer School Teacher K-12 (per diem) – Full Day	\$125	29.40%	\$161.75
Summer School Teacher K-12 (per diem) – Half Day	\$62.50	29.40%	\$80.87

6.1.2. Payment for Option Periods.

6.1.2.1 Option 1: November 1, 2023 through October 31, 2024

The fees payable to ESS shall not exceed **TWO MILLION FIVE HUNDRED DOLLARS (\$2,500,000.00)** and shall be in accordance with Section 6.1.1.4, as amended herein by this Amendment #4.

6.1.2.1 Option 2: November 1, 2024 through October 31, 2025

The fees payable to ESS shall not exceed **TWO MILLION FIVE HUNDRED DOLLARS (\$2,500,000.00)** and shall be in accordance with Section 6.1.1.4, as amended herein by this Amendment #4.

2. Subsection 1.1.5.1 of the November 10, 2020 Agreement shall be amended to include On-Site Support for a full-time District Manager. As such, Subsection 1.1.5.1 is hereby deleted in its entirety and replaced with the following:

1.1.5.1 ESS will provide personnel available to support the District including On-Site Support consisting of a Recruiter, a full-time District Manager, and support for such District Manager. The District Manager shall ensure the program runs smoothly and meets the District's needs, and shall be provided with 2-3 days of onsite assistance; and the Recruiter will focus exclusively on identifying and hiring qualified individuals. The On-Site team will work alongside the City as well as ESS's District Team. The Regional and Corporate Teams will also provide overall support and services.

3. Pursuant to Section 5.1. of the November 10, 2020 Agreement, the City hereby exercises its first and second Options ("Options") to extend the Agreement. The first Option shall be for the term of November 1, 2023 through October 31, 2024 and the second Option shall be for the term of November 1, 2024 through October 31, 2025. The Parties hereby acknowledge that this Amendment #4 constitutes written notice of the City's election to exercise said Options, is unconditionally acceptable to ESS, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Options. The Parties further agree that the exercise of said Options hereby binds both Parties to the extension of the term, and all other provisions of said Agreement, as amended in accordance with Amendment #1, dated June 29, 2021, as amended in accordance with Amendment #2, dated September 10, 2021, as amended in accordance with Amendment #3, dated January 14, 2022, as amended herein pursuant to this Amendment #4, and shall have full force and effect through October 31, 2025.

4. Subsection 10.3.2 of the November 10, 2020 Agreement shall be amended to include required ESSER provisions. As such, Subsection 10.3.2 is hereby deleted in its entirety and replaced with the following:

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.

5. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective November 10, 2020, shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Amendment #4 on the dates signed below.

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

ESS NORTHEAST, LLC

By: _____

Print Name: _____

Date: _____

*Rosh Maghfour**Interim Education Building & Facilities Project Manager**(203) 573-6640**rmaghfour@waterbury.k12.ct.us*

MEMORANDUM

DATE: May 25, 2023

TO: Honorable Board of Aldermen
Honorable Board of Education

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

RE: Executive Summary to the Contract for Boiler System Replacement at Driggs and Generali Elementary Schools with CT Combustion Corporation

The Education Department respectfully requests your review and approval of a contract for Boiler System Replacement at Driggs and Generali Elementary School in the amount of \$322,224. The project is funded through the Elementary and Secondary School Emergency Relief funds (ESSER II) and aligns with the grant use of funds to improve in-door air quality and ambient temperature in the schools. The contract was initiated under the Request for Proposals (RFP#7540) to which three responses were received and CT Combustion Corporation has been deemed the most qualified bidder.

The project consists of furnishing and replacing a new central heating system (boilers, and other associated appurtenances). These upgrades to the school heating systems, in conjunction with other improvement initiative projects being carried out under separate funding; will improve efficiency, indoor temperature and humidity control as well as equipment mechanical reliability (uptime). This comprehensive approach addresses the existing, aging HVAC infrastructure and will ultimately lead to an improved educational experience for students and staff.

This project is targeted to be completed in 150 consecutive calendar days from the City's Written Notice to Proceed Memo.

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

Thank you for your consideration.

c: Mike Konopka, Dave Heavener (KBE), Amy Hunihan (KBE)_

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Construction Contract
for
Driggs Elementary School and
Margaret M. Generali School Boiler Replacements
between
City of Waterbury
and
Connecticut Combustion Corporation

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 **CONNECTICUT COMBUSTION CORPORATION**, located at 40 Whittemore Road, Middlebury, Connecticut, a Connecticut corporation duly authorized and in good standing (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7540**, titled **Replacements of Boilers for Driggs Elementary School and Margaret M. Generali School** (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 7540**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of the removal and legal disposal of the boiler system and associated components at Driggs Elementary School located at 77 Woodlawn Terrace, Waterbury, Connecticut 06710 and Margaret M. Generali School located at 3156 East Main Street, Waterbury, Connecticut 06705 and the furnishing and installation of a new boiler systems at the schools -- all as more particularly detailed and described in the Bid Documents in **Attachments A, Attachments A, B** (referred to in 1.1.5 below) and **C** (referred to in 5.1 below) 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

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received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City's **RFP No. 7540**, incorporated by reference;
 - 1.1.2 Addendums 1 through 4 to **RFP No. 7540** (attached hereto);
 - 1.1.3 Contractor's Price Proposal, consisting of 1 page (attached hereto);
 - 1.1.4 Contractor's Response with associated attachments to **RFP No. 7540**, dated March 29, 2023, consisting of 32 pages (attached hereto);
 - 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, including but not limited to the American Rescue Plan Act of 2021 ("ARPA"), Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 ("ESSER") and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021 ("ESSER II") are incorporated by reference, as well as **Attachment B**, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS - AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021**" to the extent such provisions are applicable";
 - 1.1.6 "City of Waterbury, Board of Education, **RFP No. 7540**, Scope of Services" (also referred to as "Technical Specifications"), which are part of the Site Map/Drawings identified in Section 1.1.7;
 - 1.1.7 "Site Map" with List of Drawings prepared by BL Companies consisting of 5 pages of plans and 233 pages of specifications for Driggs Elementary School and 6 pages of plans and 252 pages of drawings for Margaret M. Generali School (see **Attachment A**, which contains the link to the Site Map);
 - 1.1.8 State of Connecticut Prevailing Wage Schedule dated February 28, 2023, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
 - 1.1.9 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
 - 1.1.10 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.11 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.12 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 applicable permits and licenses (incorporated by reference).
- 1.2. The entirety of **Attachments A, B and C** 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. If any provision in the

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Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2 Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to **RFP No. 7540**;
- 1.2.5 Drawings prepared by BL Companies for Driggs Elementary School and for Margaret M. Generali School;
- 1.2.6 **RFP No. 7540** including "City of Waterbury, Board of Education, **RFP No. 7540**, Site Map and Technical Specifications accessed through the link contained in **Attachment A**;
- 1.2.7 Contractor's Price Proposal; and
- 1.2.8 Contractor's Response.

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 the City with 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:

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

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

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 7540** (collectively, the "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost,

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

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, 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 always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the

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Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

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

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

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

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

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

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents 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.

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 Substantially Complete all work and services required under this Contract within **one hundred twenty (120) consecutive calendar days** of

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the City's written Notice to Proceed and shall reach Final Completion **within one hundred fifty (150) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Attached hereto as **Attachment C**, is the Project's construction 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 **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to 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 another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without

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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 the satisfactory provision of all the goods and services set forth in this Contract as follows in 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 the 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 HUNDRED TWENTY-TWO THOUSAND TWOHUNDRED TWENTY FOUR DOLLARS (\$322,224)** (hereafter referred to as "Total Contract Amount") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$87,440 (base payment for Driggs Elementary School);
- ii. \$219,440 (base payment for Margaret M. Generali School); and
- iii. \$15,344 (Owner Controlled Contingency as governed by Section 6.1.1 below.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(iii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Such Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

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6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP Number 7540** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided

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

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

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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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 Contract Amount" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

11.4.1 General Liability Insurance: **\$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

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

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

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

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances -- **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

11.4.5 Contractors Pollution Liability Insurance: **\$1,000,000.00 each claim and \$1,000,000.00 aggregate coverage;** the foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.

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

11.6. Cancellation: The City of Waterbury 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.

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11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation , and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage as their interests may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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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 specified herein. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

13.3. Contractor Corrective Action.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed

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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

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Connecticut, and employees are treated when employed without regard to their sexual orientation;

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

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

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

14. Good Jobs Ordinance

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

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- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

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

- i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

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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.

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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 to the City, as liquidated damages, because of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

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

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

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

15. Place Holder.

16. Termination.

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

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

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

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

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

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State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney 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

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

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

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

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

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

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

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

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.

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

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

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

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract at 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

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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 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 costs 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 7540** and (ii) the Contractor's Bid

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response to **RFP Number 7540**, dated October 4, 2022. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor:	Connecticut Combustion Corporation 40 Whittemore Road Middlebury, CT 06762
City:	City of Waterbury Chase Municipal Building 235 Grand Street Waterbury, CT 06702

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With a copy to: Waterbury Corporation Counsel's Office
 City of Waterbury
 Chase Municipal Building
 235 Grand Street
 Waterbury, CT 06702

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

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

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

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a 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.

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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 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

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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 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:

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- 35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor: An employee of the City of Waterbury, or another City duly authorized person.
- 35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.
- 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or similar 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.

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- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

SIGNATURE PAGE FOLLOWS

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

CONNECTICUT COMBUSTION CORP.

By: _____
Dean A. Pietrorazio, duly authorized

Date: _____

CONSTRUCTION CONTRACT for Driggs Elementary School
and Margaret M. Generali School Boiler Replacements RFP No. 7540 (V3)

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ATTACHMENT A

CONSTRUCTION CONTRACT for Driggs Elementary School
and Margaret M. Generali School Boiler Replacements RFP No. 7540 (V3)

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ATTACHMENT B

CONSTRUCTION CONTRACT for Driggs Elementary School
and Margaret M. Generali School Boiler Replacements RFP No. 7540 (V3)

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ATTACHMENT C

*Rosh Maghfour**Interim Education Building & Facilities Project Manager**(203) 573-6640**rmaghfour@waterbury.k12.ct.us*

MEMORANDUM

DATE: May 25, 2023

TO: Honorable Board of Aldermen
Honorable Board of Education

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

RE: Executive Summary to the Contract for Boiler System Replacement at Maloney Magnet School and Washington Elementary Schools with CT Combustion Corporation

The Education Department respectfully requests your review and approval of a contract for Boiler System Replacement at Maloney Magnet School and Washington Elementary School in the amount of \$598,153.50. The project is funded through the Elementary and Secondary School Emergency Relief funds (ESSER II) and aligns with the grant use of funds to improve in-door air quality and ambient temperature in the schools. The contract was initiated under the Request for Proposals (RFP#7541) to which three responses were received and CT Combustion Corporation has been deemed the most qualified bidder.

The project consists of furnishing and replacing a new central heating system (boilers, and other associated appurtenances). These upgrades to the school heating systems, in conjunction with other improvement initiative projects being carried out under separate funding; will improve efficiency, indoor temperature and humidity control as well as equipment mechanical reliability (uptime). This comprehensive approach addresses the existing, aging HVAC infrastructure and will ultimately lead to an improved educational experience for students and staff.

This project is targeted to be completed in 150 consecutive calendar days from the City's Written Notice to Proceed Memo.

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

Thank you for your consideration.

c: Mike Konopka, Jerry Gay

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Construction Contract
for
Maloney Interdistrict Magnet School and
Washington Elementary School Boiler Replacements
between
City of Waterbury
and
Connecticut Combustion Corporation

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 **CONNECTICUT COMBUSTION CORPORATION**, located at 40 Whittemore Road, Middlebury, Connecticut, a Connecticut corporation duly authorized and in good standing (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7541**, titled **Replacements of Boilers for Maloney Interdistrict Magnet School and Washington Elementary School** (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 7541**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of the removal and legal disposal of the boiler system and associated components at Maloney Interdistrict Magnet School located at 233 South Elm Street, Waterbury, Connecticut 06706 and Washington Elementary School located at 685 Baldwin Street, Waterbury, Connecticut 06706 and the furnishing and installation of a new boiler systems at the schools -- all as more particularly detailed and described in the Bid Documents in **Attachments A, B** (referred to in 1.1.5 below) and **C** (referred to in 5.1 below) 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

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

- 1.1.1 City's **RFP No. 7541**, incorporated by reference;
 - 1.1.2 Addendums 1 through 4 to **RFP No. 7541** (attached hereto);
 - 1.1.3 Contractor's Price Proposal, dated March 31, 2023, consisting of 31 pages (attached hereto);
 - 1.1.4 Contractor's Response with associated attachments to **RFP No. 7541** consisting of 1 page (attached hereto);
 - 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, including but not limited to the American Rescue Plan Act of 2021 ("ARPA"), Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 ("ESSER") and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021 ("ESSER II") are incorporated by reference, as well as **Attachment B**, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021**" to the extent such provisions are applicable";
 - 1.1.6 "City of Waterbury, Board of Education, **RFP No. 7541**, Scope of Services" (also referred to as "Technical Specifications"), which are part of the Site Map/Drawings identified in Section 1.1.7;
 - 1.1.7 "Site Map" with List of Drawings prepared by BL Companies consisting of 6 pages of plans and 271 pages of specifications for Maloney Interdistrict Magnet School and 6 pages of plans and 251 pages of drawings for Washington Elementary School (see **Attachment A**, which contains the link to the Site Map);
 - 1.1.8 State of Connecticut Prevailing Wage Schedule, dated February 28, 2023, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
 - 1.1.9 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
 - 1.1.10 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.11 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.12 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 applicable permits and licenses (incorporated by reference).
- 1.2. The entirety of **Attachments A, B and C** 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

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control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2 Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to **RFP No. 7541**;
- 1.2.5 Drawings prepared by BL Companies for Maloney Interdistrict Magnet School and Washington Elementary School;
- 1.2.6 **RFP No. 7541** including “City of Waterbury, Board of Education, **RFP No. 7541**, Site Map and Technical Specifications accessed through the link contained in **Attachment A**;
- 1.2.7 Contractor’s Price Proposal; and
- 1.2.8 Contractor’s Response.

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 the 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 the City with 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:

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

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

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 7541** (collectively, the "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

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

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

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

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

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, 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 always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or

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

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

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

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

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

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

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

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prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

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

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

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents 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.

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.

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5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **one hundred twenty (120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion **within one hundred fifty (150) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Attached hereto as **Attachment C**, is the Project's construction 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 **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to 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 another actual expense, and all other damages allowed by law, including attorney's fees.

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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 the satisfactory provision of all the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of the 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 **FIVE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS AND FIFTY CENTS (\$598,153.50)** (hereafter referred to as "Total Contract Amount") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$389,760 (base payment for Maloney Interdistrict Magnet School);
- ii. \$179,910 (base payment for Washington Elementary School); and
- iii. \$28,483.50 (Owner Controlled Contingency as governed by Section 6.1.1 below).

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(iii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Such Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and

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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 the 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.

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP Number 7541** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

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Contract Documents, subject to reasonable monetary holdback for punch list items.

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all

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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, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award

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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 Contract Amount" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

11.4.1 General Liability Insurance: **\$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

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

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

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

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances -- **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

11.4.5 Contractors Pollution Liability Insurance: **\$1,000,000.00 each claim and \$1,000,000.00 aggregate coverage;** the foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.

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

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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: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation , and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage as their interests may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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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. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in

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full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

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

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

13.3. Contractor Corrective Action.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability

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prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order 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:

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

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

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

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

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

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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

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- 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 title.
- ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

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iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

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

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

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in

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all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

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

15. Place Holder.

16. Termination.

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

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

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

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

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract 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

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penalty to the City if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

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

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

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

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

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract at 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

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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.

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

ii. To the extent that additional costs 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 (vi) 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.

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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 7541** and **(ii)** the Contractor's Bid response to **RFP Number 7541**, dated October 4, 2022. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: Connecticut Combustion Corporation
40 Whittemore Road
Middlebury, CT 06762

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City: City of Waterbury
Chase Municipal Building
235 Grand Street
Waterbury, CT 06702

With a copy to: Waterbury Corporation Counsel's Office
City of Waterbury
Chase Municipal Building
235 Grand Street
Waterbury, CT 06702

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

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

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

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

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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.

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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 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.

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

- 35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor: An employee of the City of Waterbury, or another City duly authorized person.
- 35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.
- 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or similar 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.

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- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

SIGNATURE PAGE FOLLOWS

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

CONNECTICUT COMBUSTION CORP.

By: _____
Dean A. Pietrorazio, duly authorized

Date: _____

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ATTACHMENT A

CONSTRUCTION CONTRACT for Maloney Interdistrict Magnet
School and Washington Elementary School Boiler Replacements RFP No. 7541 (V3)

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ATTACHMENT B

JPY 5.17.23

ATTACHMENT C

Memorandum

To: Board of Aldermen/Board of Education
From: Will Zhuta, Director of Technology, Department of Education
Dan Barry, Director of School Security, Department of Education
Date: May 24, 2023
Re: Board of Aldermen / Board of Education Approval Request
Executive Summary - Contract for **S2 Maintenance and Milestone Service and Support** between the **City of Waterbury and Utility Communications, Inc.**

The Department of Education seeks the approval of a contract with Utility Communications for **S2 Maintenance and Milestone Service and Support**. Compensation for the Contractor's services shall not exceed Five-Hundred Thousand dollars (\$500,000.00) over a 5 years term.

This executive summary highlights the need for a professional services contract for the S2 Enterprise Security and Milestone Video Management systems, with Utility Communications being the preferred service provider. The integrated security management system is critical in meeting complex security requirements and supporting the WPS team in various aspects such as design, deployment, maintenance, and support.

The S2 Enterprise Security and Milestone Video Management systems are highly sophisticated and complex solutions requiring specialized expertise for successful implementation and ongoing management. Utility Communications has consistently demonstrated its capabilities in meeting complex requirements and providing exceptional support for integrated security management systems. Their extensive experience and technical knowledge make them an ideal partner for delivering Professional Services, Design, Deployment, Maintenance, and Support for the S2 Enterprise Security and Milestone Video Management systems.

In conclusion, a professional services contract with Utility Communications for the S2 Enterprise Security and Milestone Video Management systems is essential to ensure the successful implementation, ongoing maintenance, and reliable support of these critical security solutions. Their expertise, experience, and commitment to meeting complex requirements make them an ideal partner for maximizing the potential of integrated security management systems.

This project is funded through the General Fund.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7625
for
S2 and Milestone Service and Maintenance Support
between
The City of Waterbury, Connecticut
and
Utility Communications, Inc.

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Utility Communications, Inc. (the “Consultant”), located at 920 Sherman Avenue, Hamden, Connecticut 06514, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7625** for S2 and Milestone Service and Maintenance Support; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7625**; 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 S2 Enterprise Security and Milestone Video Management systems and support of Waterbury Public Schools personnel with the integrated security management system’s design, deployment, maintenance, and support as provided in Section B of RFP No. 7625 “Scope of Services” and as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the 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 #1 to RFP No. 7625, dated April 4, 2023, consisting of 1 page, attached hereto;
- 1.1.2 RFP No. 7625, consisting of 12 pages (excluding Attachments A-C & E), attached hereto;
- 1.1.3 Consultant's Cost Proposal, dated April 3, 2023, consisting of 1 page, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7625, consisting of 25 pages (excluding City Contract Compliance Documents, resumes, and certifications), attached hereto;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.6 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.7 Certificates of Insurance, incorporated herein by reference;
- 1.1.8 Licenses and Certifications, incorporated herein by reference;
- 1.1.9 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 Addendum #1 to RFP No. 7625
- 1.2.3 This Contract
- 1.2.4 Consultant's Cost Proposal
- 1.2.5 RFP No. 7625
- 1.2.6 Consultant's Response to RFP No. 7625

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

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

above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is

expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

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

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

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

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

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

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

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

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

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

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

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

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

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and

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

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

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

3.8. Reporting Requirement. The Consultant shall deliver periodic, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a duly authorized official of 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 term of the Agreement shall be for a period of five (5) years, commencing on July 1, 2023 and shall terminate on June 30, 2028 ("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 (**FIVE HUNDRED THOUSAND DOLLARS, \$500,000.00**) for the entire five (5) year term of the Agreement with the basis of payment being as follows and in accordance with Consultant's Cost Proposal, dated April 3, 2023, attached hereto as part of **Attachment A**:

6.1.1 Year 1: July 1, 2023 through June 30, 2024

Remote Support Rate.....	\$102.00/per hr.
On-Site Support Rate.....	\$102.00/per hr.
Off-Hour Support Rate.....	\$102.00/per hr.
Not to Exceed.....	\$100,000.00

6.1.2 Year 2: July 1, 2024 through June 30, 2025

Remote Support Rate.....	\$102.00/per hr.
On-Site Support Rate.....	\$102.00/per hr.
Off-Hour Support Rate.....	\$102.00/per hr.
Not to Exceed.....	\$100,000.00

6.1.3 Year 3: July 1, 2025 through June 30, 2026

Remote Support Rate.....	\$102.00/per hr.
On-Site Support Rate.....	\$102.00/per hr.
Off-Hour Support Rate.....	\$102.00/per hr.
Not to Exceed.....	\$100,000.00

6.1.4 Year 4: July 1, 2026 through June 30, 2027

Remote Support Rate.....	\$102.00/per hr.
On-Site Support Rate.....	\$102.00/per hr.
Off-Hour Support Rate.....	\$102.00/per hr.
Not to Exceed.....	\$100,000.00

6.1.5 Year 5: July 1, 2027 through June 30, 2028

Remote Support Rate.....	\$102.00/per hr.
On-Site Support Rate.....	\$102.00/per hr.
Off-Hour Support Rate.....	\$102.00/per hr.
Not to Exceed.....	\$100,000.00

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe

the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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 determined 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. 7625** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the

Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per Occurrence

\$2,000,000.00 Aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

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

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

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 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

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 Aggregate

9.4.6 Cyber / Privacy / Network:

\$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 except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire,

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

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

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

12. 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 Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

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

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

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

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

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

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 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. 7625** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7625**.

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 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 principals 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: Utility Communications, Inc.
920 Sherman Avenue
Hamden, CT 06514

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

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

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc.

under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name:

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name:

Date: _____

WITNESSES:

UTILITY COMMUNICATIONS, INC.

Sign: _____
Print name:

By: _____

Sign: _____
Print name:

Date: _____

ATTACHMENT A

- 1.** Addendum #1 to RFP No. 7625, dated April 4, 2023, consisting of 1 page, attached hereto;
- 2.** RFP No. 7625, consisting of 12 pages (excluding Attachments A-C & E), attached hereto;
- 3.** Consultant's Cost Proposal, dated April 3, 2023, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7625, consisting of 25 pages (excluding City Contract Compliance Documents, resumes, and certifications), attached hereto;
- 5.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 6.** City Contract Compliance Documents, incorporated herein by reference;
- 7.** Certificates of Insurance, incorporated herein by reference;
- 8.** Licenses and Certifications, incorporated herein by reference;
- 9.** 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 #1

April 4, 2023

RFP 7625 S2 and Milestone Service and Maintenance Support

Please refer to the questions and answers below.

Question: Under Section 1. Milestone Video, the first line states “Milestone Advanced Partner or Higher” but the second to last bullet point states “The proposal package is to include a signed letter from Milestone stating that your company is an authorized Premier Partner”. Does the winning contractor need to hold a partner level of Milestone Advanced or Milestone Premier?

Answer: Milestone Advanced Partner or Higher.

Question: The RFP requests 6 Milestone project references, 6 Axis installation references, and 6 LenelS2 project references. Do you need a total of 18 project references?

Answer: NO, the same reference may be used if it applies to all three.

Question: If the answer to Question 2 is Yes, does 1 project that includes S2, Axis and Milestone suffice as 3 references?

Answer: Not applicable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Computer Technology Center- Department of Education
S2 and Milestone Service and Maintenance Support
RFP # 7625

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor to provide S2 and Milestone Service and Maintenance Support to the Waterbury Public Schools.

A. Background and Intent

The Waterbury Public Schools (hereafter referred to as WPS) seeks a Request of Proposal (RFP) for a professional services contract for our S2 Enterprise Security and Milestone Video Management systems. The vendor must be able to meet complex requirements and support the WPS team with the integrated security management system's design, deployment, maintenance, and support.

• **CONTRACTOR'S Qualifications**

Contractor must possess the following Training Certifications, Qualifications, and Experience:

1. Milestone Video

- Milestone Advanced Partner or Higher
- Must supply a copy of their Certifications as part of the proposal response.
- Must employ at least One (1) Milestone Certified Engineer, One (1) Milestone certified Integration Technician, and Two (2) Milestone Certified Integration Engineers, no exceptions.
- The proposal package is to include a signed letter from Milestone stating that your company is an authorized Premier Partner.
- Must provide references for Six (6) Milestone installation projects completed within the last two years.

2. Axis Cameras

Axis Partner Gold Level Reseller.

- The proposal package is to include a signed letter from Axis stating that your company is an authorized Gold Level Reseller and is in good standing with the company.
- Minimum of two (2) Certified Axis Professionals on staff.
- Must supply a copy of their Certifications as part of the proposal response.
- Must provide references for Six (6) Axis installation projects completed within the last two years.

3. Lenel S2 Card Access

- A proposal package is to include a signed letter from Lenel S2 stating that your company is an authorized Reseller and is in good standing with the company.
- Must provide references for Six (6) S2 installation projects completed within the last two years.

4. Other Certifications

- Must have a minimum of three (3) C-5 or C-6 Level Technicians on Staff.

5. Other Qualifiers —

- Must be established and in business for no less than 15 years.
- Must have an emergency service center that can respond 24 hours/7 days a week.
- The emergency facility must be within 30 miles of Waterbury, CT
- Proof that the Contractor has installed, serviced and maintained similar security systems for a minimum of ten (10) years.
- Provide the names of the technicians that shall perform and supervise the work and perform tests on the system.
- Name of the Project Manager and proof they have managed the system installations of projects similar in size to Waterbury public schools.

B. Scope of Services

General Maintenance and Tasks

- Ability to provide advanced technical support to our support team
- Ability to assist our support team in correcting deficiencies in the system and help in maintaining the system to sustain trouble-free operations
- Ability to train and educate staff in the handling of the S2 System access control and Milestone video management system
- Ability to support System Audit and Testing of all major components (including cabling and connections where accessible) for signs of deterioration and damage
- Ability to support our support team with cameras configuration to ensure optimal coverage and efficient use
- Ability to provide remote and on-site services
- Ability and certification to perform S2 and Milestone warranty services
- Ability to identify security improvements and hardware components needed to maintain a fully functional system
- Ability to conduct an external backup of server and controller configurations
- Ability to provide Software upgrades

Digital Network Video Recorders/Door Access Controls

- Assist with monitoring system errors, video loss, network connection failures, and other system alerts
- Assist with monitoring and configuring of NVRs to ensure that the units are well connected and configured for optimal recording experience
- Upgrade and Repair Service

- Access to S2 product documentation, technical notes, software downloads, and utilities to support setup and installation of S2 access control and video management system
- Install, maintain, and integrate the Door Access Controls, NETVR, and Camera Systems
- Access to S2 product documentation, technical notes, software downloads, and utilities to support setup

Review Criteria:

The selected common carrier will demonstrate a similar deployment and network within a comparable school district in Connecticut. That school system will be available for the Waterbury staff to visit and interview.

Cost - TCO

1. Product Performance

- Products or equipment selected based on recommendations of current users, compatibility with existing products or equipment, superior features, or other technically advantageous reasons.

2. Capabilities of responders and their performance, such as:

- References from clients; Performance history of submitting accurate estimates and proposals.
- Producing quality work.
- Financial stability.
- Experience with key staff in performing comparable projects or services.
- Status of required licensing or certification.

3. Delivery Schedule/Completion Schedule

- Performance history in meeting deadlines.

C. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **July 1, 2023, through June 30, 2028.**

D. 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.

E. 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). It does not discriminate based on disability in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or another person designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held regarding this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions, please call the Purchasing Director at (203) 574-6748.

F. Management

The Education I.T. Department will manage any contract or purchase order resulting from this RFP.

G. 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 **(200)** 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 G.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.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and (3) 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 **11:30 AM on April 14, 2023.**

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 to clarify 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 the verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each item 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 generally require of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. Please see Attachment E. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, the scope of services, and key personnel based on provider proposals. For the City to evaluate the proposed cost, proposers must include, for each element in the Work Plan outlined in Section H.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 before 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?
- A. Have you ever defaulted on a contract? If so, where and why?
- B. 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.

I. 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 H.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.

J. 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.

K. 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 ".

L. 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.

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

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

Cyber/Privacy/Network: \$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 Professional Liability.

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Computer Technology Center- Department of Education
S2 and Milestone Service and Maintenance Support
RFP # 7625

ATTACHMENT E

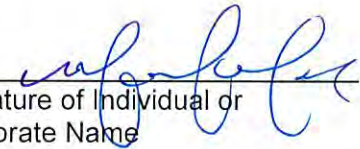
COST PROPOSAL

Maintenance and Support Pricing

Description	Remote Support Rate	On-Site Rate	Off Hour Rate
Rate per Hour - System Maintenance and Repair Services	\$ 102.00	\$ 102.00	\$ 102.00

06-0863774

 Social Security Number
 or Federal Identification Number



 Signature of Individual or
 Corporate Name

Robert Manfield (CEO/Owner)

 Corporate Officer
 (if applicable)

Utility Communications, Inc.

 (Company Name)

By: CEO/Owner
 (Title)

920 Sherman Ave.
 (Business Address)

Hamden, CT 06514

 (City, State, Zip Code)

Date: April 3, 2023

Email: robertm@utilitycommunications.com

The City of Waterbury

Computer Technology Center – Department of Education

RFP # 7625

S2 and Milestone Service and Maintenance Support



**UTILITY
COMMUNICATIONS, INC.**

920 Sherman Ave.
Hamden, CT 06514
(800) 443-1306



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

April 13, 2023

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

RE: RFP # 7625
S2 and Milestone Service and Maintenance Support at the
Waterbury Public Schools

Dear Mr. McCaffery,


Utility Communications, Inc. is pleased to submit a proposal for the City of Waterbury, Computer Technology Center – Department of Education, S2 Service and Milestone Service and Maintenance Support to the Waterbury Public Schools # 7625". Our company has invested considerable time and manpower in the development of this proposal, and we have considered all requirements very carefully.

Utility Communications is fully authorized to promote, sell, install and service all S2 Security, Milestone VMS and Axis Camera products. Utility has met and maintains all training and certifications requirements necessary to provide installation, service, and provide technical support for the City's S2, Milestone Systems and Axis Camera equipment.

Utility presently supports two of the largest Cities in CT, the City of New Haven, and the City of Middletown with their S2, Milestone and Axis equipment (in addition to the City of Waterbury).

We look forward to the opportunity to review our proposal with the City of Waterbury Public Schools, which will remain in effect for 120 days from the RFQ due date. If you have questions concerning our proposal or any other matter, please do not hesitate to call on us at any time.

Sincerely,


Robert J. Manfield Jr.
CEO/President



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

The City of Waterbury
Computer Technology Center – Department of Education
RFP # 7625
S2 and Milestone Service and Maintenance Support

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Cover Letter

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Section 8	Resumes



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

Vendor Overview

- **Utility Communications, Inc.**

920 Sherman Ave.

Hamden, CT 06514

Phone: (203) 287-1306

Fax: (203) 248-9167

* Home office and the location that will service the City of Waterbury.

- The Company was organized in June 1969 – Incorporated (C Corporation) in Connecticut in July 1970 and has been engaged in services under our present name for 54 years (no parent company or companies).

- Corporate Employees:

Robert J. Manfield, CEO/Owner has been a Utility Team Member for 36 years.

Edward Abrams, President, has worked at Utility Team Member for 44 years.

Mary Bunton, Chief Operating Officers been in leadership roles for five (5) years.

Sal Zichichi, Chief Technology Officer, has been Utility Team Member for 35 years.

See Utility's Table of Organization.

- Utility Communications has over 32 employees. We have over a dozen employees that are dedicated to the camera, VMS and access control design, engineering, sales, service and installation as well as additional support personnel.
- The primary line of business for Utility Communications is Public Safety communications and security. We are one of the top 100 dealers in the United States for Motorola Solutions in our two-way radio portfolio. We are one of the largest dealers for Milestone, S2 and Axis cameras in the Northeast. We have developed one of the finest teams in Connecticut to provide value added services to the Public Safety communications and security market.
- Utility Communications experience in work similar to the RFPQ specifications can be found in the "References" list.
- Utility Communications has never failed to perform or complete any work awarded to us. Utility Communications has never defaulted on a contract.

- Utility Communications has no pending legal actions or any other factors that would affect our ability to perform or complete this project.
- All inquiries regarding this proposal should be directed to:

Stephanie Seymour
Senior Account Representative
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
stephanies@utilitycommunications.com

Robert J. Manfield Jr. *
Owner/CEO
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
Fax: (203) 248-9167
bobm@utilitycommunications.com

* Authorized to bind the Corporation in contractual negotiations with the City

- Project Manager will be.

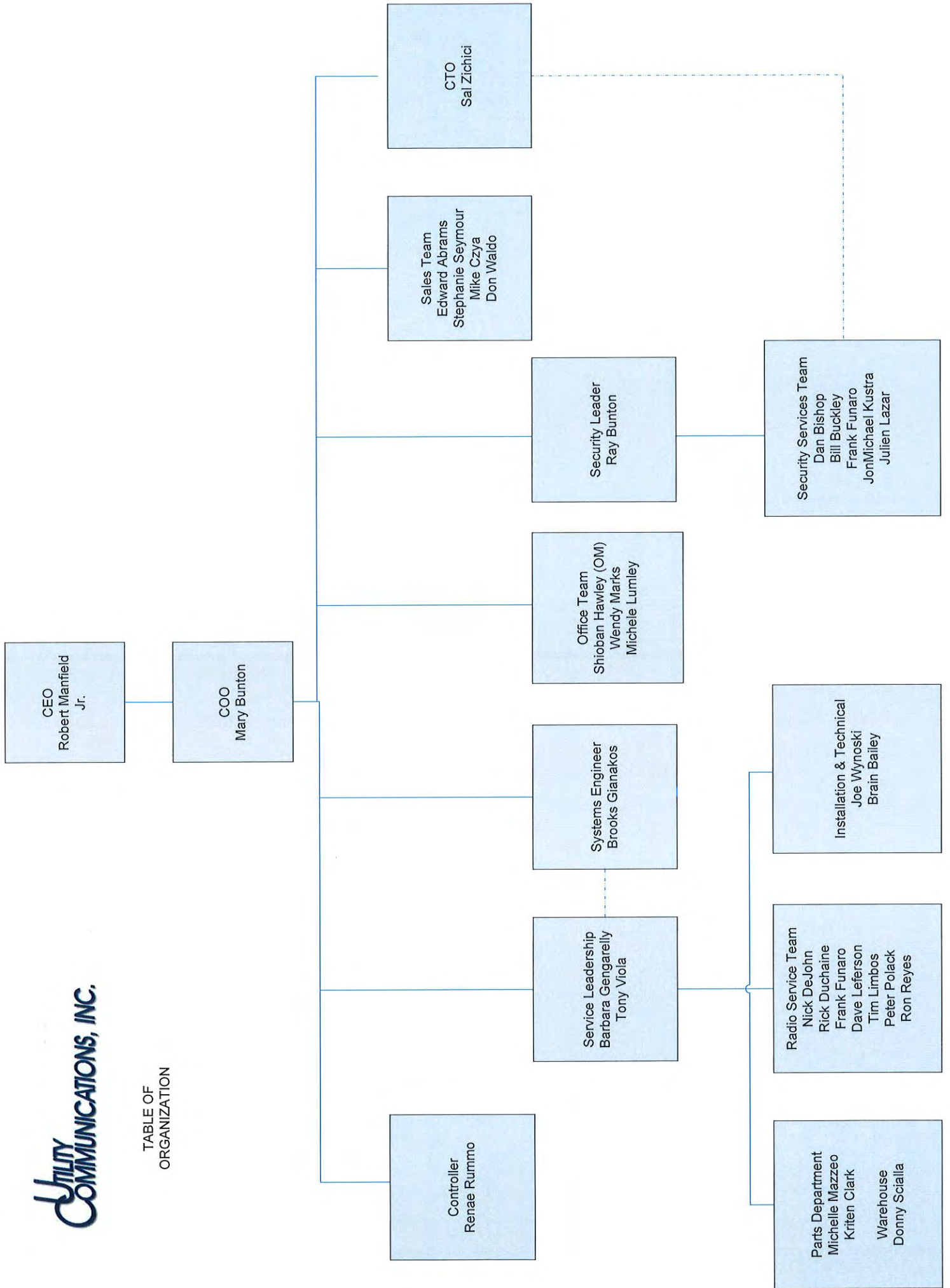
Sal Zichichi
Chief Technology Officer
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
salz@utilitycommunications.com

Sal has been our Project Manager for all of the City of New Haven, City of Middletown, City of Springfield, City of Waterbury, Town of Hamden, and Town of Westport Milestone VMS projects.

Ray Bunton
Security Team Leader
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
rayb@utilitycommunications.com

Ray has been our Security Team Leader for all of the City of New Haven, City of Middletown, City of Waterbury, Town of Hamden, and Town of Westport Milestone VMS projects.

TABLE OF ORGANIZATION



- Utility Communications is willing to provide any pertinent financial statements and furnish any other information or sign a release that may be required by the City of Waterbury.
- Utility Communications tax ID numbers:
FEIN# 06-0863774
CT Registration# 0718437-000
CONCORD# 0047590



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

Qualifications:

Utility Communications is one of the largest video security integrators in Connecticut. We are a Milestone Premier Partner and one of only four (4) Axis Gold Channel Dealers in the state. We have sold and maintain two (2) of the largest S2 systems in the state for the City of New Haven, and the City of Middletown. We have put together one of the best teams of video security professionals and have designed, installed and employed some of the largest systems in the state.

Utility's mission is to build long-term relationships in support of our customers, protecting life and safety with the most reliable equipment and services with the finest team in our industry.

Utility Communications is a financially solid corporation with over fifty-four years of growth and experience in the communications industry. We have over thirty-two (32) employees and have built the finest wireless/security team in the state. Our ability to deliver the most reliable video systems on the market at the most effective cost have allowed us to grow into one of the largest video and access security dealers in the State of Connecticut. We have worked closely with many agencies to update and enhance their video systems, access, wireless and VMS equipment.

Because of our public safety background, our philosophy and approach to security systems for Municipalities is different than all our competitors. Based on our company's mission Utility made the decision after installation and maintenance of other systems and equipment to all sell one (1) VMS System (Milestone), one (1) camera manufacturer (Axis) and one (1) card access system (Lenel S2). Our decision was made because it is equipment that works. We want our customers to have confidence in the equipment they're buying. It's equipment that provides you with the solution you need at a reasonable price. Utility doesn't change our approach for us to get the sale. We sell and install based on what works and is a proven combination for security systems Milestone, Axis, Halo, Rekor and Lenel S2.

Milestone Premier Partner received the highest level of training and certification in working with Milestone product and can offer the full range of Milestones' products portfolio. We have the experience and skills to handle all projects, regardless of

complexity. Milestone VMS can handle an unlimited number of cameras with as many recording servers as required for your retention specifications, resolution, frame rate, and different level of users.

The Milestone open platform video management system allows us to integrate all the systems across all of the City Agencies into one platform so that Schools, Public buildings and the Police department can share resources and camera views in emergency situations easily.

Axis Gold level dealers have the local expertise, service and certified staff to support your system and equipment. We provide Axis warranty services and receive prioritized factory technical support. We are required to utilize a certified professional staff and a commitment to the largest product portfolios.

We specialize in sophisticated S2 systems utilizing the S2 Global platform and are one of the only companies in CT to sell, install and maintain them.

We have designed and deployed citywide systems using Milestone VMS, Lenel S2 Access Control, Axis cameras for several cities in Connecticut. Utility Communications has the experience and know how to assist the Waterbury PS in maintaining their citywide video system, and S2 access system. We are very familiar with the unique requirements of schools and public safety agencies. Our employees are certified, licensed, highly trained and with within Connecticut municipalities every day. Our company is licensed by the state for communications repair and installations and have valid E1, C6, C5, R2 and E2 licenses and ETA technician certifications.

Our service facility is located only thirty minutes away and we have many technicians and installers that live in the greater Waterbury area.

The past three years were challenging for our service and installation groups due to the COVID back orders and what it did to the supply chain. Yes, Axis cameras and Lenel S2 card access equipment were greatly affected and still are trying to rebound on their delivery times.

In the past few weeks, we've seen some improvement from Axis and more recently Lenel S2. On 4/10/2023 we received S2 equipment that was ordered in April 2022. It took an entire year for it to be delivered. Yes, Axis has delivered some cameras quickly however, there are still some make and models of cameras e.g., P3719-PLVE still have a long delivery date. Our manufacturers have told us that they're hoping that the back log will right itself by June 2023.

Utility Communications prides itself on our accomplishments through COVID and the back log of equipment experience we had. Yes, we had manufactures that increase their pricing multiple times through 2021 to 2023. However, once our agreements (and POS) were in place with our customers the scope of a project and cost doesn't change. It is true

due to the COVID delivery dates some of our multi camera projects have been pushed from their original deadlines. However, as equipment arrived projects were completed.

Utility Communications completes projects daily. We completed 60 POs (see list at end) for the City of Waterbury in the past three (3) years.

CITY OF WATERBURY COMPLETED POs
Completed 60 POs in three (3) years for the City of Waterbury

PO #	Date	Department	Amount
171517	7/29/2019	Harper Ave Storage Facility	\$5,000.00
173690	10/8/2019	Police Department	\$55,000.00
173691	10/8/2019	Police Department	\$70,034.82
173962	10/21/2019	Ed Computer Tech Center	\$405.60
175373	12/16/2019	Harper Ave Storage Facility	\$1,500.00
175422	12/17/2020	Kennedy Secondary School	\$80.00
184571	12/18/2020	Police Department	\$1,569.25
176354	1/28/2020	Inspector of School Buildings	\$12,395.00
177135	2/24/2020	Waterbury Arts Magnet School	\$3,935.00
177892	3/17/2020	Harper Ave Storage Facility	\$1,618.50
177892	3/19/2020	Waterbury PS	\$1,633.85
173696	5/1/2019	S2 Service and Support Maint.	\$50,000.00
179451	6/5/2020	Inspector of School Buildings	\$1,890.00
181852	9/3/2020	Harper Ave Storage Facility	\$88,500.00
183226	10/29/2020	Inspector of School Buildings	\$148,000.00
183719	11/16/2020	Police Department	\$4,704.20
183906	11/23/2020	Police Department	\$2,477.00
180851	7/20/2020	S2 Service and Support Maint.	\$50,000.00
186535	3/3/2021	WAMS	\$698.00
187642	4/7/2021	Kennedy Secondary School	\$630.00
187961	4/15/2021	Waterbury Arts Magnet School	\$15,302.60
187967	4/16/2021	Finance Department	\$49,846.25
188779	5/10/2021	Harper Ave Storage Facility	\$56,894.33
188923	5/13/2021	Police Department	\$119,883.88
188924	5/13/2021	Police Department	\$31,001.75
189358	5/25/2021	Police Department	\$1,347.00
189359	5/25/2021	Police Department	\$2,499.00
191234	7/20/2021	S2 Service and Support Maint.	\$50,000.00
190383	6/30/2021	Cross Wendell Elem. School	\$8,111.63
191437	7/23/2021	Inspector of School Buildings	\$12,607.50
192221	8/20/2021	Public Works Dept.	\$547.46
192407	8/25/2021	School Security Officer	\$3,050.00
192557	9/1/2021	Inspector of School Buildings	\$20,745.52

192923	9/16/2021	Police Department	\$375.00
193361	9/30/2021	Police Department	\$2,980.00
193589	10/6/2021	Finance Department	\$15,756.86
197380 -			
Rev	10/13/2021	City Information Technology	\$12,197.49
193781	10/13/2021	City Information Technology	\$10,463.90
194147	10/25/2021	Police Department	\$627.00
194182	10/25/2021	Police Department	\$168.00
194143	10/25/2021	Police Department	\$2,480.00
194170	10/25/2021	Police Department	\$563.57
194212	10/26/2021	Crosby Secondary School	\$4,887.50
195091	11/23/2021	Inspector of School Buildings	\$5,407.60
195477	12/6/2021	Harper Ave Storage Facility	\$7,026.91
195717	12/10/2021	Ed Computer Tech Center	\$5,515.00
195742	12/14/2021	Police Department	\$1,848.00
196412	1/4/2022	Inspector of School Buildings	\$10,789.57
197496	2/10/2022	Police Department	\$14,999.94
197564	2/11/2022	Inspector of School Buildings	\$2,022.00
199851	4/22/2022	Waterbury Arts Magnet School	\$18,925.00
202823	7/18/2022	Police Department	\$4,852.92
202861	7/19/2022	Police Department	\$25,512.67
203567	8/8/2022	Adult Education	\$500.00
207093	11/18/2022	Police Department	\$9,877.47
20715	11/22/2022	Central Vehicle Maintenance	\$4,999.09
207263	11/28/2022	City Information Technology	\$15,706.74
207266	11/28/2022	City Information Technology	\$14,976.00
209844	2/15/2023	Chase Elementary School	\$2,444.50
210106	2/27/2023	Central Vehicle Maintenance	\$1,299.48

The reference lists we provided includes customers we've completed installations for in the last year of which some of them have had multiple projects completed. Not only did we perform the installation of the security systems we are also the maintenance providers for these systems. Our goal is to have continual relationships with our customers.

Please see our list of references for relevant experience of large systems we've designed, installed and maintain and service. We presently maintenance similar size systems in the City of New Haven, City of Middletown, and City of Springfield.

Below are some of the larger POs Utility completed in 2021/2022/2023 for our customers:

- A. Town of North Haven, Public Schools – see reference for contact information

20201898-00 for \$870,878.00 = Security Upgrade for the North Haven Public Schools. The upgrade consisted of Milestone VMS, Axis and S2 Access Control. Utility maintains these systems for the Public Schools. Utility maintains and services this equipment.

B. The City of New Haven all Departments – see reference for contact information. Completed installation and maintenance of Milestone VMS, Axis Camera Equipment and S2 Access Control.

90290008-000 for	\$ 19,752.60
90290044-000 for	\$ 263,480.00
90290007-000 for	\$ 11,697.00
20221730-000 for	\$ 13,472.00
20222168-000 for	\$ 15,563.10
60220173-000 for	\$ 200,220.71
60220173-001 for	\$ 75,877.28
20221308-000 for	\$ 20,318.80
20232537-00 for	\$ 41,407.40
20232856-001 for	\$ 122,886.00

Utility has a Service Maintenance Contract 2020-09-1349 with the City of New Haven to maintain and service their Milestone VMS, Axis Cameras Equipment and S2 Global Card Access System.

C. City of Middletown – see references for contact information. Completed installation and maintenance of Milestone VMS, Axis Camera Equipment and S2 Access Control. Utility maintains and services this equipment.

2100799 for	\$ 15,429.96
38736 for	\$ 83,700.00
40855 for	\$ 38,688.00
40864 for	\$ 9,898.00
40862 for	\$ 9,898.00

D. City of Springfield – see references for contact information. Completed installation and maintenance of Milestone VMS and S2 Access Control equipment.

23000919 for	\$ 9,177.45
22013575 for	\$ 11,346.00



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

Milestone VMS References

1. **City of New Haven, Board of Education**

Thad Reddish
Chief of School Security
475-232-5642
thaddeus.reddish@new-haven.k12.ct.us

Utility Communications, Inc. has installed and maintains a citywide Milestone VMS System for the City's Public Schools since 2012 (and forward). This system consists of over 50 servers through the district with over Axis 2500 IP Cameras that are monitored by the New Haven Security Department in their security room as well as local monitoring by security and school administrators. We have been responsible to design and engineer the systems as well as provide, install and maintain the systems for the Board of Education.

Due to the high success of this Milestone VMS and Axis cameras the City of New Haven has added the agencies include Police, Fire, Board of Education, Parks, Traffic Department, DPW, Emergency Management, Information Technology, Libraries and Engineering.

Every Municipal Agency in the citywide system utilizes Milestone VMS Systems, S2 access control and Axis Camera Equipment.

Utility has a Service Maintenance contract 2020-09-1349 with the City of New Haven to maintain and service their Milestone VMS, Axis Cameras Equipment and S2 Global Card Access System.

2. **City of Middletown, Public Schools**

Mr. Michael Skott
Director of Information Technology
(860) 638-1451
skottm@mpsct.org

Utility Communications, Inc. has installed and maintains a citywide Milestone VMS System and Axis Camera equipment in all the 11 Public Schools for the City of

Middletown. There are a total of 1200+ cameras. Since 2016 (and continuing), we have been responsible in the design and engineering of the systems as well as provide, install and maintain the systems for the Middletown Public Schools,

Due to the high success of the Milestone VMS, S2 access control and Axis Camera Security Systems in use all municipal agencies. The agencies include Police, Fire, Board of Education, Parks, Parking Department, DPW, Emergency Management, Information Technology, Senior Center and Central Communications.

Every Municipal Agency in the citywide utilizes Milestone VMS, S2 access control and Axis Camera equipment.

3. Town of North Haven, Public Schools

Jenn Kozniewski
Director of Information Technology
(203) 239-5321
koznievski.jenn@northhavenschools.org

Utility Communications, Inc. has installed and maintains a townwide Milestone VMS System, S2 access control and Axis Cameras in all Public Schools for the Town of North Haven. There are a total of 500+ cameras. Since 2019 (and continuing), we have been responsible in the design and engineering of the systems as well as provide, install and maintain the systems for the North Haven Public Schools. In 2019, Utility completed a large Milestone System, S2 and Axis Camera integration for the North Haven Public Schools. This integration was so successful the other Town facilities and departments are moving to Milestone VMS.

In 2020/ 2021 North Haven Public Schools (see references) Utility Communications completed a large \$870,8787.00 Security Upgrade on PO# 20201898-00. The system consisted of Milestone VMS, Axis and S2 Access Control. Utility currently maintains all of these systems for the Public Schools.

4. City of Springfield, MA Public Schools

Fred Doersam
Senior Systems Engineer
(413) 750-2175
doersamf@springfieldpublicschools.com

Utility Communications, Inc in 2019 began working with improving and maintaining the Springfield Public Schools Milestone VMS system. There are a total of 2,000 cameras in the school system. We are responsible for designing, updating, and maintaining the Public Schools Milestone VMS, S2 and Axis systems. We began assisting the City of

Springfield IT and Police Department over the last year in expanding their City security systems using these same products and services.

5. City of Waterbury, Public Schools

Tom Abraham
Network Administrator
(203) 982-1118
tabraham@waterbury.k12.ct.us

In July 2019 Utility Communications, Inc. was awarded Waterbury Public Schools RFP 6332 for S2 Maintenance and Service for a three (3) year period. During this time Utility has been maintaining, updating, installing and repairing the City Waterbury's 30+ Public Schools Milestone, S2 access control and Axis Cameras Equipment throughout the city.

Utility has been working side by side with Tom Abraham and Dan Barry to keep the schools and the kids secure with almost daily maintenance and repair. We are the preferred vendor for all the City Agencies in Waterbury's Milestone and Axis needs.

6. Town of Hamden, Public Schools

Mr. Frank Gargiulo
IT Manager
(203) 407-2213

Utility Communications, Inc. has installed and maintains a large video system with well over 400+ Axis IP Cameras and Milestone XProtect Corporate Video Surveillance Management Software System in the Town of Hamden's Public Schools. Future schools are being add to this system in the current and next fiscal years.

We have been responsible to design and engineer the systems as well as provide, install and maintain the systems. Service started in 2016 and is ongoing as of this date.

7. Town of Westport, Public Schools

Theodore Hunyadi
Director of Facilities and Security
(203)-341-1271
theodore.hunyadi@westportps.org

In 2013, Utility Communications Inc. was tasked to prepare a budget and design an equipment list for perimeter cameras around all of Westport Public Schools. Utility attended various meetings regarding the equipment and the video needs of the schools.

Utility won a public bid in April 2017 for Milestone XProtect Corporate with a three (3) year Care Plus Package for 157 Axis IP Network Cameras.

In February 2018, 2021, and 2022 Utility added additional Axis IP Cameras to the high school, Middle Schools and Elementary Schools. We moved 70 analog cameras from three different NVRs to the Milestone Corporate platform which allowed the security officers to use a single monitor for viewing of cameras and video.

Recently, we've started discussions to bring the Police Department on to the Milestone VMS Platform. Presently, the PD can monitor the school's system however we will be bringing their building, parking lot, street cameras on to the Milestone VMS platform.



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

Axis Camera References

- 1. City of New Haven, Board of Education**
Thad Reddish
Chief of School Security
475-232-5642
thaddeus.reddish@new-haven.k12.ct.us

Utility Communications, Inc. has installed and maintains a citywide Milestone VMS System for the City's Public Schools since 2012 (and forward). This system consists of servers through the district with over Axis 2500 IP Cameras that are monitored by the New Haven Security Department in their EOC room as well as local monitoring by security and school administrators. We have been responsible to design and engineer the systems as well as provide, install and maintain the systems for the Board of Education.

Due to the high success of this Milestone VMS and Axis cameras the City of New Haven has added the agencies include Police, Fire, Board of Education, Parks, Traffic Department, DPW, Emergency Management, Information Technology, Libraries and Engineering.

Every Municipal Agency in the citywide utilizes Milestone VMS Systems and Axis Camera Equipment.

Utility has a Service Maintenance 2020-09-1349 with the City of New Haven to maintain and service their Milestone VMS, Axis Cameras Equipment and S2 Global Card Access System.

- 2. City of Middletown, Public Schools**
Mr. Michael Skott
Director of Information Technology
(860) 638-1451
skottm@mpsct.org

Utility Communications, Inc. has installed and maintains a citywide Milestone VMS System and Axis Camera equipment in all the 11 Public Schools for the City of Middletown Public Schools. There is a total of 1500+ cameras. Since 2016 (and continuing), we have been responsible in the design and engineering of the systems as well as provide, install and maintain the systems for the Middletown Public Schools,

Due to the high success of the Milestone VMS and Axis Camera Security Systems in use all municipal agencies. The agencies include Police, Fire, Board of Education, Parks, Parking Department, DPW, Emergency Management, Information Technology, Senior Center and Central Communications.

Every Municipal Agency in the citywide utilizes Milestone VSM and Axis Camera equipment.

3. Town of North Haven, Public Schools

Jenn Kozniewski
Director of Information Technology
(203) 239-5321
kozniewski.jenn@northhavenschools.org

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In 2020/ 2021 North Haven Public Schools (see references) Utility Communications completed a large \$870,8787.00 Security Upgrade on PO# 20201898-00. The system consisted of Milestone VMS, Axis and S2 Access Control. Utility maintains these systems for the Public Schools.

4. City of Waterbury, Public Schools

Tom Abraham
Network Administrator
(203) 982-1118
Tabraham@waterbury.k12.ct.us

In July 2019 Utility Communications, Inc. was awarded Waterbury Public Schools RFP 6332 for S2 Maintenance and Service for a three (3) year period. During this time Utility has been maintaining, updating, installing and repairing the City Waterbury's 30+ Public Schools Milestone, S2 Access and Axis Cameras Equipment throughout the city.

Utility has been working side by side with Tom Abraham and Dan Barry to keep the schools and the kids secure with almost daily maintenance and repair.

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IT Manager
(203) 407-2213

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6. Town of Westport, Public Schools

Theodore Hunyadi
Director of Facilities and Security
(203)-341-1271
theodore.hunyadi@westportps.org

In 2013, Utility Communications Inc. was tasked to prepare a budget and design an equipment list for perimeter cameras around all of Westport Public Schools. Utility attended various meetings regarding the equipment and the video needs of the schools. Utility won a public bid in April 2017 for Milestone XProtect Corporate with a three (3) year Care Plus Package for 157 Axis IP Network Cameras.

In February 2018, 2021, and 2022 Utility added additional Axis IP Cameras to the high school, Middle Schools and Elementary Schools. We moved 70 analog cameras from three different NVRs to the Milestone Corporate platform which allowed the security officers to use a single monitor for viewing of cameras and video.

Recently, we've started discussions to bring the Police Department on to the Milestone VMS Platform. Presently, the PD can monitor the school's system however we will be bringing their building, parking lot, street cameras on to the Milestone VMS platform.



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Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

S2 References

1. **City of New Haven, Board of Education**
Thad Reddish
Chief of School Security
475-232-5642
thaddeus.reddish@new-haven.k12.ct.us

Utility Communications, Inc. has installed and maintains a citywide Lenel S2 Global Access System for the City's Public Schools since 2012 (and forward). We have been responsible to design and engineer the systems as well as provide, install and maintain the systems for the Board of Education.

Now every Municipal Agency in the City of New Haven utilized a Lenel Global S2 Access System the City of New Haven has added the agencies include Police, Fire, Board of Education, Parks, Traffic Department, DPW, Emergency Management, Information Technology, Libraries and Engineering.

Every Municipal Agency in the city uses Lenel S2 Global Card Access.

Utility has a Service Maintenance 2020-09-1349 with the City of New Haven to maintain and service their Milestone VMS, Axis Cameras Equipment and S2 Global Card Access System.

2. **City of Middletown, Public Schools**
Mr. Michael Skott
Director of Information Technology
(860) 638-1451
skottm@mpsct.org

Utility Communications, Inc. has installed and maintains a citywide Milestone VMS System, Lenel S2 Global and Axis Camera equipment in all the 11 Public Schools for the City of Middletown Public Schools. There is a total of 1500+ cameras. Since 2016 (and continuing), we have been responsible in the design and engineering of the systems as well as provide, install and maintain the systems for the Middletown Public Schools,

Due to the high success of the Milestone VMS and Axis Camera Security Systems in use all municipal agencies. The agencies include Police, Fire, Board of Education, Parks, Parking Department, DPW, Emergency Management, Information Technology, Senior Center and Central Communications.

Every Municipal Agency in the citywide utilizes Milestone VMS, Axis Camera and Lenel S2 Card Access equipment.

3. Town of North Haven, Public Schools

Jenn Kozniewski
Director of Information Technology
(203) 239-5321
koznievski.jenn@northhavenschools.org

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4. City of Waterbury, Public Schools

Tom Abraham
Network Administrator
(203) 982-1118
Tabraham@waterbury.k12.ct.us

In July 2019 Utility Communications, Inc. was awarded Waterbury Public Schools RFP 6332 for S2 Maintenance and Service for a three (3) year period. During this time Utility has been maintaining, updating, installing and repairing the City Waterbury's 30+ Public

Schools Milestone, Lenel S2 Global Access Control System and Axis Cameras Equipment throughout the city.

Utility has been working side by side with Tom Abraham and Dan Barry to keep the schools secured with almost daily maintenance and repair.

5. City of Springfield, MA Public Schools

Fred Doersam
Senior Systems Engineer
(413) 750-2175
doersamf@springfieldpublicschools.com

Utility Communications, Inc in 2021 began working with improving and maintaining the Springfield Public Schools Lenel S2 Security Access Global Platform.

6. City of Middletown,

Brianna Skowera
Director of Information Technology
(860) 638-4997
brianna.skowera@middletwonct.gov

Since 2016 (and continuing), we have been responsible in the design and engineering of the Milestone VMS, Axis Camera and S2 Global Card Access Systems for the City of Middletown. Utility's success with Middletown Public Schools allows these systems to move through out the City of Middletown to other departments and agencies. Presently Utility installs and maintains security systems for the Middletown Police, Fire, Board of Education, Parks, Parking Department, DPW, Emergency Management, Information Technology, Senior Center and Central Communications.

Every Municipal Agency in the citywide utilizes Milestone VMS, Axis Camera and Lenel S2 Card Access equipment.



PREMIER PARTNER

UTILITY COMMUNICATIONS, INC.
HAMDEN, CT

2023



Tim Palmquist
Vice President Americas, Sales

Milestone Premier Partner

This is our highest tier, reserved for our most qualified and productive Partners. Premier Partners collaborate extensively with Milestone in Go-To-Market activities. They earn generous benefits, including prioritized access to the Milestone Global Bid Desk. They qualify for the Revenue Goal Accelerator Program and have access to not-for-resale demonstration licenses.





March 29, 2023

To Whom It May Concern:

LenelS2, a division of Carrier Fire & Security Americas Corporation, hereby confirms that Utility Communications, Inc., 920 Sherman Avenue, Hamden, CT 06514 USA has, as of the date of this letter, an agreement with LenelS2 that authorizes Utility Communications, Inc. to market, resell and implement LenelS2's NetBox products and support services in **Connecticut and Massachusetts.**

Sincerely,

DocuSigned by:
Ryan Kaltenbaugh
B12D88E335B4471...

Ryan Kaltenbaugh
Sr. Vice President, Sales - North America
LenelS2

A Carrier Company

1212 Pittsford-Victor Road, Pittsford, NY 14534



Utility Communications, Inc.
920 Sherman Ave.
Hamden, CT 06514

March 28, 2023

To Whom It May Concern:

Please allow this letter to confirm that Utility Communications, Inc., with headquarters at 920 Sherman Ave, Hamden, CT 06514, is currently a Gold Channel member of the Axis Channel Partner Program in good standing with Axis Communications, Inc. Utility Communications is authorized to sell, install and service Axis Communications products and solutions. To ensure Axis Communications, Inc. customers receive the best product, solutions, and support, we highly recommend that Axis Communications, Inc. products be purchased exclusively through resellers enrolled in the Axis Communications, Inc. Channel Partner Program. Axis Communications, Inc. has vetted channel Partner Program members to ensure they can provide a high level of pre-sales and post-sales support in addition to integration and installation capabilities. Additionally, they have access to the Axis Partner Pages, Training and Certification, Technical Support, Sales Support, RMA services, etc. If you have any questions or need additional information, please get in touch with me at 800-444-2947 option 1 or email me at: melissa.zuccaro@axis.com.

Regards,

Melissa Zuccaro



Melissa Zuccaro

Inside Sales Account Manager

Conn/MA, Upstate NY

Axis Communications

300 Apollo Drive

Chelmsford MA 01824
USA

Tel: +800 444 2947
Fax: +978 614 2100
www.axis.com

e-mail: melissa.zuccaro@axis.com
Tel: +800 444 2947, opt 1



*Rosh Maghfour**Interim Education Building & Facilities Project Manager**(203) 573-6640**rmaghfour@waterbury-k12.ct.us*

MEMORANDUM

DATE: May 25, 2023

TO: Honorable Board of Education

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

RE: Approval of SCG-042 and Review of Final Plans for Kennedy, Tinker and Sprague Roof Replacement Projects

The Board of Education has recently submitted school construction grant applications for Kennedy High School Roof Replacement (151-0307 RR), Sprague Elementary School Roof Replacement (151-0308 RR), and Tinker Roof Replacement (151-0309 RR) and we received three commitment grant awards totaling \$8,866,871. The school construction grant reimbursement rate for these projects is 79.29% with a local match of 20.71% funded by the City's Capital Improvement Budget.

The project final plans call for partial roof replacement at Kennedy and Sprague and full roof replacement at Tinker. The new roofing systems consist of 5" base layer of insulation, 1/4" tapered insulation as required by code, new edge metal and flashing, modified bituminous membrane, and new roof drains. The new roof system will have a single manufacture's edge to edge 20 -year non-prorated labor and material warranty.

The Office of School Construction & Grant Review requires us to have City officials (Fire Marshals, Building Inspector, Health Inspector and local 504), School Building Committee and the Board of Education review and approve the Final Plans Form SCG- 42 before the project can be released to bid, in accordance with the provisions of C.G.S section 10-291 as amended.

We are planning on releasing the construction bid in July 2023 after the Pre-Bid Conformance Review (PCR) meeting with the OSC&GR.

I respectfully request your review and approval of the attached Final Plans Form SCG-042 for Bunker Hill and Washington elevator additions.

PROJECT NAME: _____

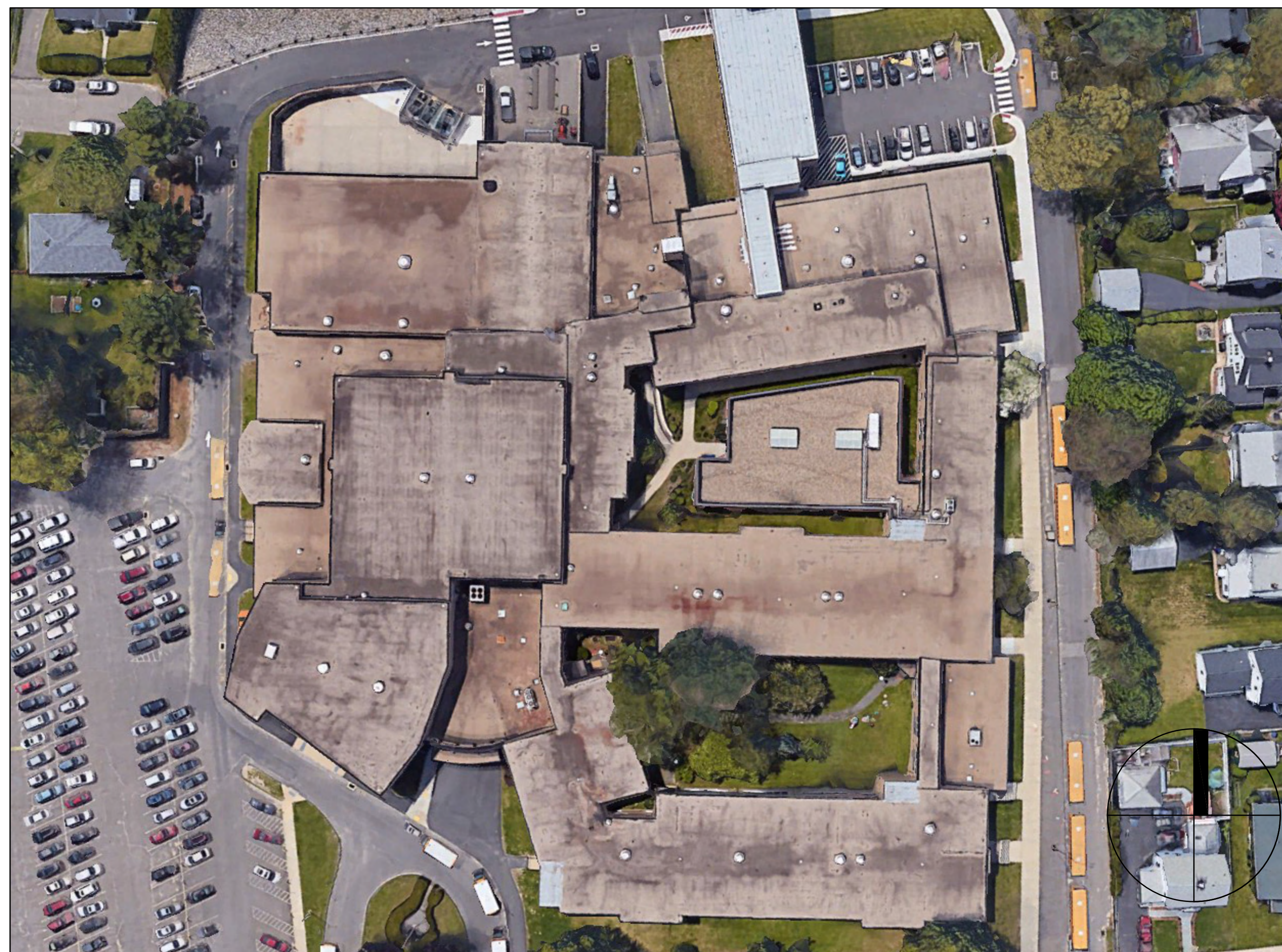
PARTIAL ROOF REPLACEMENT AT:

JOHN F. KENNEDY HIGH SCHOOL

422 HIGHLAND AVENUE

WATERBURY, CONNECTICUT 06708

PROJECT LOCATION: _____



DRAWING LIST

COVER SHEET

ARCHITECTURAL:

- C1 CODE INFORMATION
- A1 OVERALL ROOF PLAN
- A2 ROOF PLAN PART "1"
- A3 ROOF PLAN PART "2"
- A4 ROOF DETAILS

ARCHITECT

SILVER PETRUCELLI & ASSOC.
3190 WHITNEY AVENUE, HAMDEN CT 06518
311 STATE STREET NEW LONDON, CT 06320
PHONE 203 230 9007 silverpetrucelli.com



SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518

311 STATE STREET NEW LONDON CT 06320

203 230 9007

silverpetrucelli.com

CONSTRUCTION DOCUMENT SUBMISSION 03/27/2023

STATE PROJECT 151-0307 RR

CODE INFORMATION

DATE OF ORIGINAL CONSTRUCTION _____ 1963
 DATE OF ADDITION _____

1. GROUP CLASSIFICATION (CHAPTER 3)
 (PRIMARY) _____ E-EDUCATIONAL
 (INCIDENTAL) _____ A3-ASSEMBLY

2. CONSTRUCTION TYPE (CHAPTER 6)
 MINIMUM TYPE REQUIRED _____ 2B
 ACTUAL TYPE PROVIDED (EXISTING) _____ --
 (NEW) _____ 2B

3. BUILDING HEIGHT (CHAPTER 5)
 ALLOWABLE HEIGHT (STORY/FEET) _____ 3/75'-0"
 ACTUAL HEIGHT (STORY/FEET) _____ 1/50'-0"
 (STORIES ABOVE GRADE) _____ 2

4. BUILDING AREA (CHAPTER 5)
 A) BUILDING AREA (FIRST)
 EXISTING CONSTRUCTION _____ 156,626 sq. ft.
 NEW CONSTRUCTION _____ 0 sq. ft.
 TOTAL FLOOR _____ 156,626 sq. ft.
 B) BUILDING AREA (SECOND)
 EXISTING CONSTRUCTION _____ 156,626 sq. ft.
 NEW CONSTRUCTION _____ 0 sq. ft.
 TOTAL FLOOR _____ 156,626 sq. ft.
 TOTAL (ALL FLOORS) _____ 156,626 sq. ft.

5. AREA MODIFICATIONS TO TABLE 503 (FOR EACH SEPARATE BUILDING AS DEFINED BY FIRE WALLS AND/OR EXTERIOR WALLS)
 NA

6. CASE 1 - SINGLE OCCUPANCY OR NONSEPARATED USES (302.3.1) (ALLOWABLE AREA 506.4)
 NA

7. CASE 2 - MIXED OCCUPANCY SEPARATED USES (302.3.2) (ALLOWABLE AREA 506.4)
 NA

8. FIRE-RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS (TABLE 601. SEE CODE PLANS FOR SPECIFIC DESIGNATIONS)

1. STRUCTURAL FRAME: INCLUDING COLUMNS, GIRDERS, TRUSSES	0	Hr(s)
2. BEARING WALLS: EXTERIOR (TABLE 602) INTERIOR	0/1	Hr(s)
3. NONBEARING WALLS & PARTITIONS EXTERIOR (TABLE 602)	0/1	Hr(s)
4. NONBEARING WALLS & PARTITIONS INTERIOR	0	Hr(s)
5. FLOOR CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	0	Hr(s)
6. ROOF CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	0	Hr(s)

9. OCCUPANCY LOAD
 DESIGN TOTAL FOR BASEMENT _____ NA
 TOTAL EXIT CAPACITY FOR BASEMENT _____ NA
 DESIGN TOTAL FOR FIRST FLOOR _____ NA
 TOTAL EXIT CAPACITY FOR FIRST FLOOR _____ NA
 DESIGN TOTAL FOR BUILDING _____ NA
 TOTAL EXIT CAPACITY FOR BUILDING _____ NA

10. MODIFICATIONS	APPROVED	NOT APPROVED
	<input type="checkbox"/>	<input type="checkbox"/>
	APPROVED	NOT APPROVED
	<input type="checkbox"/>	<input type="checkbox"/>
	APPROVED	NOT APPROVED
	<input type="checkbox"/>	<input type="checkbox"/>

11. ACCESSIBLE BUILDING _____ X _____ DESIGNATED
 _____ _____ NON DESIGNATED

12. MINIMUM PLUMBING FIXTURE COUNT (I.P.C. CHAPTER 4) FOR EACH TYPE OF OCCUPANCY PER ENTIRE FACILITY

GROUP "A3" OCCUPANCY (DESIGN LOAD = NA)	REQUIRED	PROVIDED
W/C MALE	NA	NA
W/C FEMALE	NA	NA
LAVS	NA	NA
D/F	NA	NA
W/C UNISEX	NA	NA
LAVS UNISEX	NA	NA

GROUP "E" OCCUPANCY (DESIGN LOAD = NA)	REQUIRED	PROVIDED
W/C	NA	NA
LAVS	NA	NA
D/F	NA	NA

(TOTAL DESIGN LOAD FOR ENTIRE FACILITY = NA)

13. ENTIRE BUILDINGS SPRINKLERED	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. THRESHOLD BUILDING CONDITIONS	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

15. CODES TO WHICH THIS PROJECT WAS DESIGNED

State Building Code	2021 IBC CTSBC/2022 AMEND.
State Mechanical Code	2017 ICC
State Plumbing Code	2015 IPC
State Energy Conservation Code	2015 IECC
State Electrical Code	2020 NFPA 70
State Health Code	MOST CURRENT
OSHA	MOST CURRENT
Section 504	CURRENT
ADA	MOST CURRENT
ANSI 117.1	MOST CURRENT

16. BUILDING AREAS FOR GRANT CALCULATION (ENTIRE FACILITY) (MEASURED TO INSIDE FACE OF EXTERIOR WALLS)

EXISTING UNRENOVATED CONSTRUCTION	0	SQ.FT.
EXISTING RENOVATED CONSTRUCTION	0	SQ.FT.
EXISTING BEING DEMOLISHED	0	SQ.FT.
TOTAL EXISTING CONSTRUCTION	156,626	SQ.FT.
TOTAL NEW CONSTRUCTION	0	SQ.FT.
TOTAL FACILITY	156,626	SQ.FT.

OPEN AREAS (NOT INCLUDED IN TOTAL FACILITY)
 NA _____ SQ.FT.

17. TOTAL CONSTRUCTED BUILDING AREA OUTSIDE FACE OF EXTERIOR WALLS INCLUDING OPEN AREAS ABOVE
 NA _____ SQ.FT.

FIRE SAFETY CODE DATA:

1. CLASSIFICATION OF OCCUPANCY	EDUCATIONAL/ASSEMBLY
2. MINIMUM CONSTRUCTION REQUIRED	2B
ACTUAL CONSTRUCTION PROVIDED	2A
3. NOTIFICATION / ALARMS (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)	YES <input checked="" type="checkbox"/> NO _____
4. DETECTION (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)	YES <input checked="" type="checkbox"/> NO _____
5. EXTINGUISHMENT REQUIREMENTS (NFPA 13, 2002)	YES <input checked="" type="checkbox"/> NO _____

MEANS OF EGRESS
 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT IBC TABLE 1004.1.2

USE	FLOOR AREA IN S.F. PER OCCUPANT
1. CLASSROOMS	20 S.F. NET
2. SHOPS & VOCATIONAL	50 S.F. NET
3. ASSEMBLY WITHOUT FIXED SEATS	7 S.F. NET
TABLES AND CHAIRS	15 S.F. NET
4. PLATFORMS	15 S.F. NET
5. LIBRARY READING ROOMS	50 S.F. NET
STACK AREA	100 S.F. GROSS
6. LOCKER ROOMS	50 S.F. GROSS
7. MECHANICAL AREAS	300 S.F. GROSS
8. STORAGE	300 S.F. GROSS
9. BUSINESS AREAS	100 S.F. GROSS
10. Courtyards	15 S.F. NET
MAXIMUM LENGTH OF EXIT TRAVEL	250 feet
1. I.B.C. TABLE 1015.1	

- SYMBOL LEGEND**
- X/XX - PLAN SECTION DETAIL OR ELEVATION-SHEET NUMBER
 - SL - INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/2" PER FOOT
 - SL - TAPERED INSULATION CRICKET SLOPED @ 1/2" PER FOOT
 - SL - INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.
 - NIC. - NOT IN CONTRACT SCOPE
 - □ □ - WALKWAY PADS. SEE CONSTRUCTION NOTE #2
 - ERD. - EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.
 - NRD. - NEW ROOF DRAIN TO BE INSTALLED. SEE DETAIL A/4
 - OSC. - EMERGENCY OVERFLOW SCUPPER. SEE DETAIL B/4
 - DL. - NEW HORIZONTAL DRAIN PIPING. SEE CONSTRUCTION NOTE #3
 - VS. - EXISTING VENT STACK. SEE DETAIL E/4
 - FU. - EXISTING FAN UNIT. SEE DETAIL G/4
 - MJ. - EXISTING MECHANICAL UNIT. SEE DETAIL D/4
 - RTU. - EXISTING ROOF TOP MECHANICAL UNIT. SEE DETAIL H/4
 - SK. - SKYLIGHT. SEE DETAIL K/4
 - RD. - ROOF DIVIDER. SEE DETAIL R/4
 - ED. - EXISTING DOOR. SEE DETAIL Q/4
 - ML. - METAL LADDER. SEE DETAIL N/4
 - GL. - EXISTING GAS LINE. SEE CONSTRUCTION NOTE #4
 - EC. - EXISTING ELECTRICAL CONDUIT. SEE CONSTRUCTION NOTE #5
 - RH. - ROOF HATCH. SEE DETAIL S/4

- GENERAL NOTES**
- ALL FLAT ROOFS TO RECEIVE 1/2" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
 - FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
 - ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
 - ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
 - ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
 - ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8". (VERTICAL OR HORIZONTAL)
 - CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
 - CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
 - SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELED. W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
 - SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
 - ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/2" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 - CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
 - SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
 - ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
 - NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
 - ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

- DEMOLITION NOTES**
- REMOVE EXISTING ROOFING SYSTEM.
 - REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
 - REMOVE EXISTING ROOF DRAINS & SUMP.

- CONSTRUCTION NOTES**
- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
 - WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/ OWNER & ARCHITECT.
 - HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8" FT MIN. THE VERTICAL LEADERS INTO EXIST. PIPING AS REQD. SEAL ALL PENETRATIONS THROUGH WALLS W/FIRE PUTTY AS REQD. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.
 - EXISTING GAS PIPING TO BE DISCONNECTED & PURGED. RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, FITTINGS & RECONNECT TO EXISTING GAS MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW PIPE CURES 24" O.C. PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.
 - EXISTING ELECTRICAL CONDUIT TO BE DISCONNECTED & RAISED TO ACCOMMODATE NEW ROOF INSULATION HEIGHTS. REMOVE WIRE/CONDUIT & DISPOSE OF. INSTALL NEW CONDUIT & WIRING IN EXIST LOCATIONS & REPLACE ALL EXISTING JUNCTION BOXES TO MATCH EXISTING. SEE PROJECT MANUAL.

ROOF AREAS

ROOF "1"	830 SF.	ROOF "10"	18,843 SF.
ROOF "2"	5,948 SF.	ROOF "11"	735 SF.
ROOF "3"	1,840 SF.	ROOF "12"	2,458 SF.
ROOF "4"	328 SF.	ROOF "13"	18,465 SF.
ROOF "5"	19,308 SF.	ROOF "15"	4,162 SF.
ROOF "6"	13,822 SF.	ROOF "16"	4,151 SF.
ROOF "7"	4,899 SF.	ROOF "17"	6,216 SF.
ROOF "8"	1,918 SF.	ROOF "18"	1,809 SF.
ROOF "9"	135 SF.	ROOF "19"	8,423 SF.

TOTAL ROOF AREAS: 125,000 SF.
 THIS AREA IS APPROXIMATE- V.I.F.
 IECC CODE REQUIREMENT R-VALUE MIN. R-30
 CONNECTICUT ZONE 2B
 CBSC REQUIREMENT : R-30 -U.0333

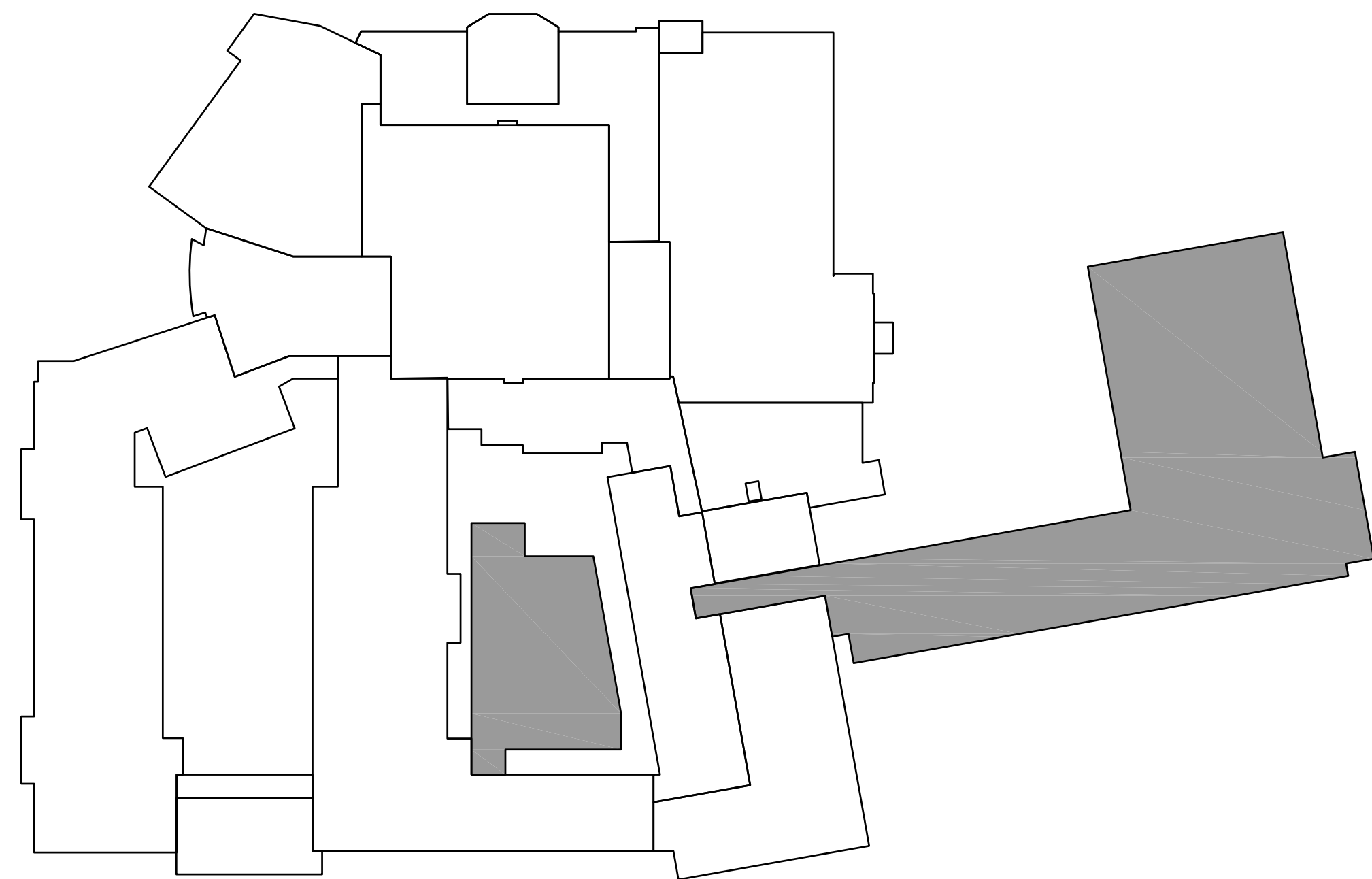
CODE INFORMATION

USE GROUP : B
 CONSTRUCTION CLASS: 2B
 RISK CATEGORY #3
 ULTIMATE DESIGN WIND SPEED: 130 MPH
 NOMINAL DESIGN WIND SPEED: 101 MPH

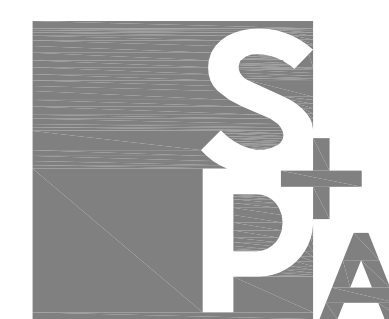
FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION. WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-110 FOR CORNERS. IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

ROOF KEY PLAN

□ AREA IN SCOPE OF WORK
 ■ AREA NOT IN SCOPE OF WORK



Project Title:
 PARTIAL ROOF REPLACEMENT AT:
JOHN F. KENNEDY HIGH SCHOOL
 422 HIGHLAND AVENUE
 WATERBURY, CONNECTICUT 06708

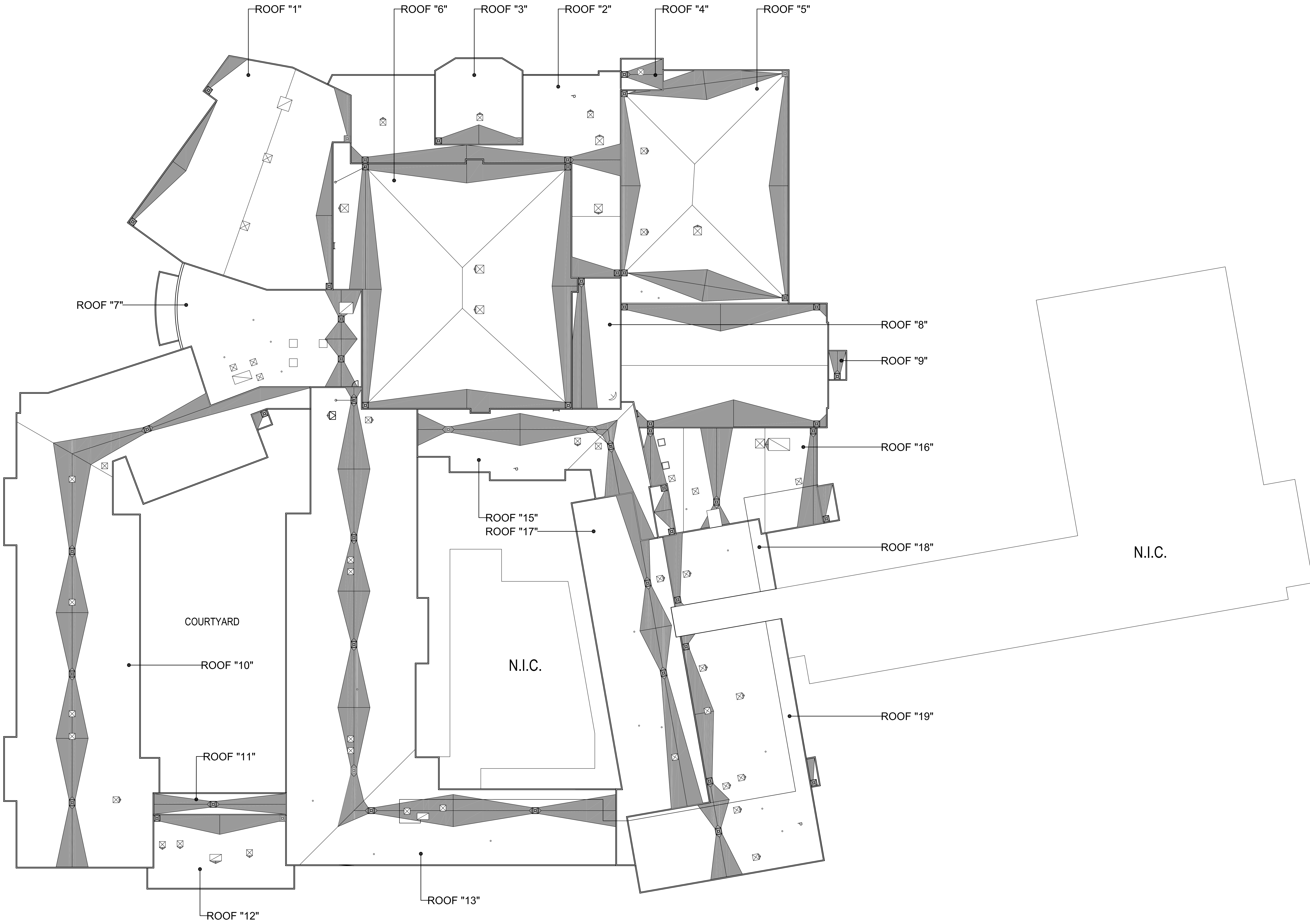


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 311 STATE STREET NEW LONDON CT 06320
 203 230 9007 silverpetrucci.com

Revision:	Description:	Date:	Revised By:

Drawing Title:
CODE INFORMATION
 STATE PROJECT 151-0307 RR

Date: 03/27/2023
 Scale: NONE
 Drawn By: K.LINSLEY
 Project Number: 22.059
C1



SYMBOL LEGEND

	- PLAN SECTION DETAIL OR ELEVATION- SHEET NUMBER
	- INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/2" PER FOOT
	- TAPERED INSULATION CRICKET SLOPED @ 1/2" PER FOOT
	- INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.
N.I.C.	- NOT IN CONTRACT SCOPE
	- WALKWAY PADS. SEE CONSTRUCTION NOTE #2
ERD.	- EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.
NRD.	- NEW ROOF DRAIN TO BE INSTALLED. SEE DETAIL A/A4
OSC.	- EMERGENCY OVERFLOW SCUPPER. SEE DETAIL B/A4
DL.	- NEW HORIZONTAL DRAIN PIPING. SEE CONSTRUCTION NOTE #3
VS.	- EXISTING VENT STACK. SEE DETAIL E/A4
FU.	- EXISTING FAN UNIT. SEE DETAIL G/A4
MU.	- EXISTING MECHANICAL UNIT. SEE DETAIL D/A4
RTU.	- EXISTING ROOF TOP MECHANICAL UNIT. SEE DETAIL H/A4
SK.	- SKYLIGHT. SEE DETAIL K/A4
RD.	- ROOF DIVIDER. SEE DETAIL R/A4
ED.	- EXISTING DOOR. SEE DETAIL Q/A4
ML.	- METAL LADDER. SEE DETAIL N/A4
GL.	- EXISTING GAS LINE. SEE CONSTRUCTION NOTE #4
EC.	- EXISTING ELECTRICAL CONDUIT. SEE CONSTRUCTION NOTE #5
RH.	- ROOF HATCH. SEE DETAIL S/A4

- ### GENERAL NOTES
- ALL FLAT ROOFS TO RECEIVE 1/2" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
 - FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
 - ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
 - ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
 - ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
 - ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 6". (VERTICAL OR HORIZONTAL)
 - CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
 - CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT WITH AN ADDITIONAL COST TO OWNER.
 - SITE AREAS DISTURBED SHALL BE CLEANED & RELEVELLED. W/AVM AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
 - SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 - ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/2" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 - CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
 - SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
 - ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
 - NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
 - ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

- ### DEMOLITION NOTES
- REMOVE EXISTING ROOFING SYSTEM.
 - REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
 - REMOVE EXISTING ROOF DRAINS & SLUMP.

- ### CONSTRUCTION NOTES
- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
 - WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/ OWNER & ARCHITECT.
 - HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8" FT MIN. TIE VERTICAL LEADERS INTO EXIST. PIPING AS REQ'D. SEAL ALL PENETRATIONS THROUGH WALLS W/FIRE PUTTY AS REQ'D. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.
 - EXISTING GAS PIPING TO BE DISCONNECTED & PURGED. RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, FITTINGS & RECONNECT TO EXISTING GAS MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW PIPE CURBS 24" O.C. PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.
 - EXISTING ELECTRICAL CONDUIT TO BE DISCONNECTED & RAISED TO ACCOMMODATE NEW ROOF INSULATION HEIGHTS. REMOVE WIRE/CONDUIT & DISPOSE OF. INSTALL NEW CONDUIT & WIRING IN EXIST. LOCATIONS & REPLACE ALL EXISTING JUNCTION BOXES TO MATCH EXISTING. SEE PROJECT MANUAL.

ROOF AREAS				ROOF ASSEMBLY	
ROOF "1"	830 SF.	ROOF "10"	18,843 SF.	OUTSIDE AIR	0.17
ROOF "2"	5,848 SF.	ROOF "11"	735 SF.	ROOF MEMBRANE	0.33
ROOF "3"	1,840 SF.	ROOF "12"	2,458 SF.	COVERBOARD	2.20
ROOF "4"	328 SF.	ROOF "13"	18,465 SF.	5" POLYISO INSUL.	29.7
ROOF "5"	19,308 SF.	ROOF "15"	4,162 SF.	EXISTING DECK	1.23
ROOF "6"	13,822 SF.	ROOF "16"	4,151 SF.	INSIDE AIR	0.61
ROOF "7"	4,809 SF.	ROOF "17"	6,216 SF.		
ROOF "8"	1,918 SF.	ROOF "18"	1,809 SF.	R-VALUE TOTAL	34.24
ROOF "9"	135 SF.	ROOF "19"	8,423 SF.		

TOTAL ROOF AREAS: 125,000 SF.
 THIS AREA IS APPROXIMATE - V.I.F.
 IECC CODE REQUIREMENT R-VALUE MIN. R-30
 CONNECTICUT ZONE 2B
 CBSC REQUIREMENT : R-30-U.0333

CODE INFORMATION

USE GROUP : B
 CONSTRUCTION CLASS : 2B
 RISK CATEGORY 45
 ULTIMATE DESIGN WIND SPEED: 130 MPH
 NOMINAL DESIGN WIND SPEED: 101 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-110 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

1 OVERALL ROOF PLAN
 1"=20'-0"

Project Title:
**PARTIAL ROOF REPLACEMENT AT:
 JOHN F. KENNEDY HIGH SCHOOL**
 422 HIGHLAND AVENUE
 WATERBURY, CONNECTICUT 06708

SILVER PETRUCELLI + ASSOCIATES
 3190 WHITNEY AVENUE HAMDEN CT 06518
 311 STATE STREET NEW LONDON CT 06320
 203 230 9007 silverpetrucelli.com

Revision:	Description:	Date:	Revised By:

Drawing Title:
OVERALL ROOF PLAN
 STATE PROJECT 151-0307 RR

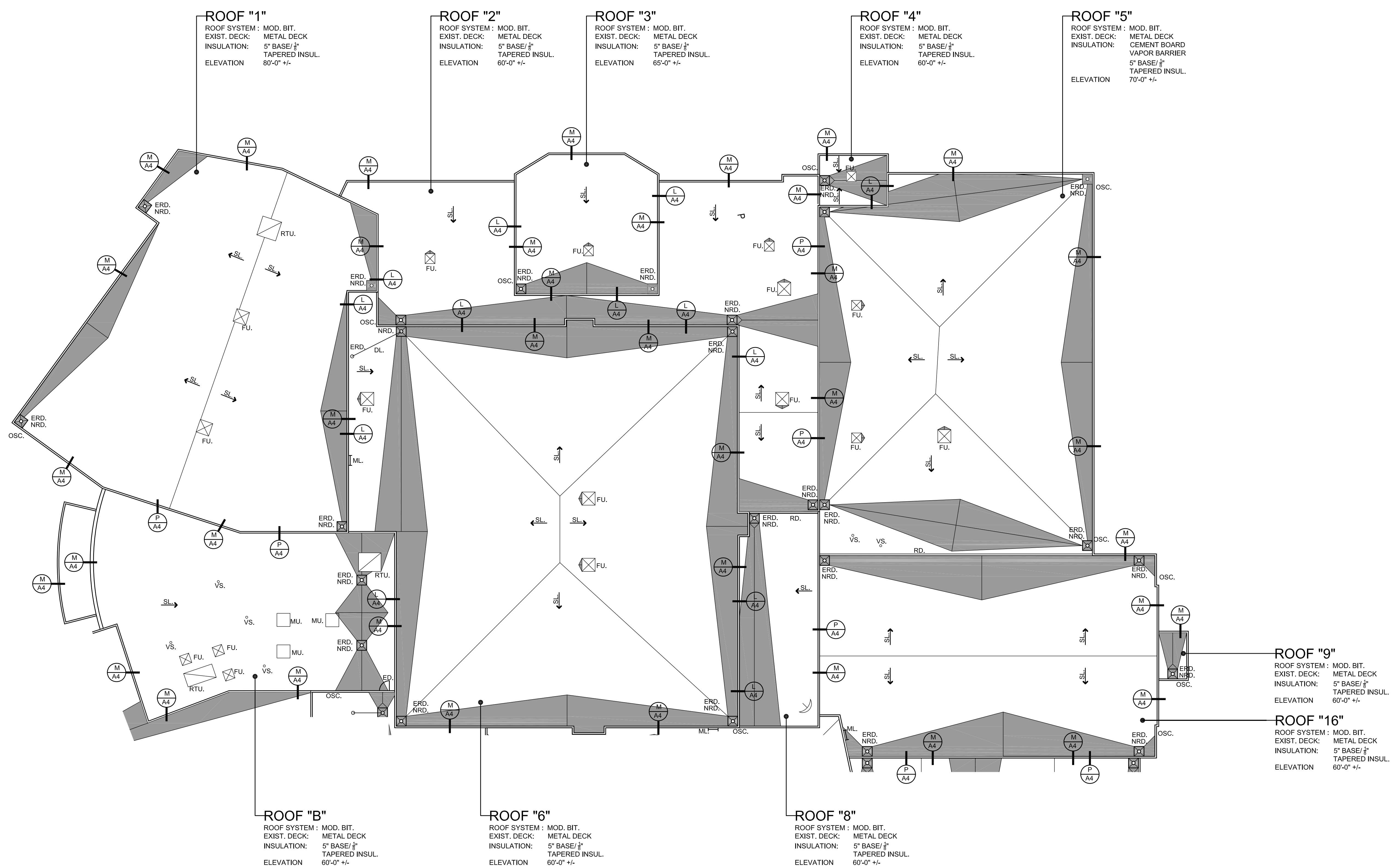
Date:
 03/27/2023

Scale:
 1"=20'-0"

Drawn By:
 K.LINSLEY

Project Number:
 22.059

Drawing Number:
A1



SYMBOL LEGEND

- X
XX - PLAN SECTION DETAIL OR ELEVATION SHEET NUMBER
- SL → - INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT $\frac{1}{2}$ " PER FOOT
- ↖ / \ - TAPERED INSULATION CRICKET SLOPED AT $\frac{1}{2}$ " PER FOOT
- ↖ / \ - INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.
- NIC - NOT IN CONTRACT SCOPE
- - WALKWAY PADS. SEE CONSTRUCTION NOTE #2
- ERD - EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.
- NRD - NEW ROOF DRAIN TO BE INSTALLED. SEE DETAIL A/A4
- OSC - EMERGENCY OVERFLOW SCUPPER. SEE DETAIL B/A4
- DL - NEW HORIZONTAL DRAIN PIPING. SEE CONSTRUCTION NOTE #3
- VS - EXISTING VENT STACK. SEE DETAIL E/A4
- FU - EXISTING FAN UNIT. SEE DETAIL G/A4
- MU - EXISTING MECHANICAL UNIT. SEE DETAIL D/A4
- RTU - EXISTING ROOF TOP MECHANICAL UNIT. SEE DETAIL H/A4
- SK - SKYLIGHT. SEE DETAIL K/A4
- RD - ROOF DIVIDER. SEE DETAIL R/A4
- ED - EXISTING DOOR. SEE DETAIL Q/A4
- ML - METAL LADDER. SEE DETAIL N/A4
- GL - EXISTING GAS LINE. SEE CONSTRUCTION NOTE #4
- EC - EXISTING ELECTRICAL CONDUIT. SEE CONSTRUCTION NOTE #5
- RH - ROOF HATCH. SEE DETAIL S/A4

GENERAL NOTES

1. ALL FLAT ROOFS TO RECEIVE $\frac{1}{2}$ " PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
2. FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
3. ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
4. ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
5. ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
6. ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 6" (VERTICAL OR HORIZONTAL)
7. CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
8. CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
9. CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
10. SITE AREAS DISTURBED SHALL BE CLEANED & RELEVELLED. W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEDED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
11. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
12. SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
13. ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF $\frac{1}{2}$ " PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
14. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
15. SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
16. ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
17. NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
18. ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

DEMOLITION NOTES (X →)

1. REMOVE EXISTING ROOFING SYSTEM.
2. REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
3. REMOVE EXISTING ROOF DRAINS & SUMP.

CONSTRUCTION NOTES (X →)

1. CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
2. WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/ OWNER & ARCHITECT.
3. HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8" PER FOOT. TIE VERTICAL LEADERS INTO EXIST. PIPING AS REQ'D. SEAL ALL PENETRATIONS THROUGH WALLS W/ FIRE PUTTY AS REQ'D. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.
4. EXISTING GAS PIPING TO BE DISCONNECTED & PURGED. RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, FITTINGS & RECONNECT TO EXISTING GAS MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW PIPE CURBS 24" O.C. PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.
5. EXISTING ELECTRICAL CONDUIT TO BE DISCONNECTED & RAISED TO ACCOMMODATE NEW ROOF INSULATION HEIGHTS. REMOVE WIRE/CONDUIT & DISPOSE OF. INSTALL NEW CONDUIT & WIRING IN EXIST LOCATIONS & REPLACE ALL EXISTING JUNCTION BOXES TO MATCH EXISTING. SEE PROJECT MANUAL.

ROOF AREAS		ROOF ASSEMBLY			
ROOF #1	830 SF.	ROOF #10	18,843 SF.	OUTSIDE AIR	0.17
ROOF #2	5,948 SF.	ROOF #11	735 SF.	ROOF MEMBRANE	0.33
ROOF #3	1,540 SF.	ROOF #12	2,458 SF.	COVERBOARD	2.20
ROOF #4	328 SF.	ROOF #13	18,465 SF.	5" POLYSTY INSUL.	29.7
ROOF #5	19,308 SF.	ROOF #14	4,162 SF.	EXISTING DECK	1.23
ROOF #6	13,822 SF.	ROOF #15	4,151 SF.	INSIDE AIR	0.61
ROOF #7	4,809 SF.	ROOF #16	6,216 SF.		
ROOF #8	1,918 SF.	ROOF #17	1,809 SF.		
ROOF #9	135 SF.	ROOF #18	8,423 SF.		

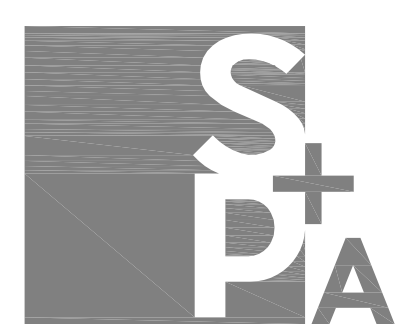
TOTAL ROOF AREAS: 125,000 SF.
 THIS AREA IS APPROXIMATE - V.I.F.
 IECC CODE REQUIREMENT R-VALUE MIN. R-30
 CONNECTICUT ZONE 2B
 CBCS REQUIREMENT : R-30 - U.0333

CODE INFORMATION

USE GROUP : B
 CONSTRUCTION CLASS : 2B
 RISK CATEGORY : 45
 ULTIMATE DESIGN WIND SPEED: 130 MPH
 NOMINAL DESIGN WIND SPEED: 101 MPH
 FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-110 FOR CORNERS. IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.



Project Title:
**PARTIAL ROOF REPLACEMENT AT:
 JOHN F. KENNEDY HIGH SCHOOL**
 422 HIGHLAND AVENUE
 WATERBURY, CONNECTICUT 06708



SILVER PETRUCCELLI + ASSOCIATES
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 203 230 9007 silverpetrucci.com

Revision:	Description:	Date:	Revised By:

Drawing Title:
ROOF PLAN PART "1"
 STATE PROJECT 151-0307 RR

Date:
 03/27/2023

Scale:
 1/16"=1'-0"

Drawn By:
 K. LINSLEY

Project Number:
 22,059

Drawing Number:
A2



SYMBOL LEGEND

- PLAN SECTION DETAIL OR ELEVATION-SHEET NUMBER
- INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/2" PER FOOT
- TAPERED INSULATION CRICKET SLOPED @ 1/2" PER FOOT
- INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.
- NOT IN CONTRACT SCOPE
- WALKWAY PADS. SEE CONSTRUCTION NOTE #2
- EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.
- NEW ROOF DRAIN TO BE INSTALLED. SEE DETAIL A/A4
- EMERGENCY OVERFLOW SCUPPER. SEE DETAIL B/A4
- NEW HORIZONTAL DRAIN PIPING. SEE CONSTRUCTION NOTE #3
- EXISTING VENT STACK. SEE DETAIL E/A4
- EXISTING FAN UNIT. SEE DETAIL G/A4
- EXISTING MECHANICAL UNIT. SEE DETAIL D/A4
- EXISTING ROOF TOP MECHANICAL UNIT. SEE DETAIL H/A4
- SKYLIGHT. SEE DETAIL K/A4
- ROOF DIVIDER. SEE DETAIL R/A4
- EXISTING DOOR. SEE DETAIL Q/A4
- METAL LADDER. SEE DETAIL N/A4
- EXISTING GAS LINE. SEE CONSTRUCTION NOTE #4
- EXISTING ELECTRICAL CONDUIT. SEE CONSTRUCTION NOTE #5
- ROOF HATCH. SEE DETAIL S/A4

- ### GENERAL NOTES
1. ALL FLAT ROOFS TO RECEIVE 1/2" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
 2. FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
 3. ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
 4. ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
 5. ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
 6. ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 6". (VERTICAL OR HORIZONTAL)
 7. CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
 8. CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
 9. CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
 10. SITE AREAS DISTURBED SHALL BE CLEANED & RELEVELLED. W/ANY AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
 11. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
 12. SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 13. ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/2" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 14. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
 15. SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
 16. ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
 17. NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
 18. ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK. TO BE REMOVED & REINSTALLED.

- ### DEMOLITION NOTES
1. REMOVE EXISTING ROOFING SYSTEM.
 2. REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
 3. REMOVE EXISTING ROOF DRAINS & SUMP.

- ### CONSTRUCTION NOTES
1. CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
 2. WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/ OWNER & ARCHITECT.
 3. HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8" PER FOOT. TIE VERTICAL LEADERS INTO EXIST. PIPING AS REQD. SEAL ALL PENETRATIONS THROUGH WALLS W/ FIRE PUTTY AS REQD. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.
 4. EXISTING GAS PIPING TO BE DISCONNECTED & PURGED. RAISE EXISTING GAS PIPING AS REQUIRED TO ACCOMMODATE NEW ROOFING INSULATION HEIGHTS. PROVIDE NEW PIPING EXTENSIONS, JOINTS, FITTINGS & RECONNECT TO EXISTING GAS MAIN. INSTALL ALL EXIST. & NEW GAS PIPING ON NEW PIPE CURBS 24" O.C. PRIME & PAINT ALL EXISTING & NEW GAS PIPING. SEE PROJECT MANUAL.
 5. EXISTING ELECTRICAL CONDUIT TO BE DISCONNECTED & RAISED TO ACCOMMODATE NEW ROOF INSULATION HEIGHTS. REMOVE WIRE/CONDUIT & DISPOSE OF. INSTALL NEW CONDUIT & WIRING IN EXIST LOCATIONS & REPLACE ALL EXISTING JUNCTION BOXES TO MATCH EXISTING. SEE PROJECT MANUAL.

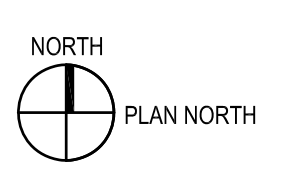
ROOF AREAS		ROOF ASSEMBLY	
ROOF "1"	830 SF.	ROOF "10"	18,843 SF.
ROOF "2"	5,948 SF.	ROOF "11"	735 SF.
ROOF "3"	1,840 SF.	ROOF "12"	2,458 SF.
ROOF "4"	328 SF.	ROOF "13"	18,465 SF.
ROOF "5"	19,308 SF.	ROOF "15"	4,162 SF.
ROOF "6"	13,822 SF.	ROOF "16"	4,151 SF.
ROOF "7"	4,809 SF.	ROOF "17"	6,216 SF.
ROOF "8"	1,918 SF.	ROOF "18"	1,809 SF.
ROOF "9"	135 SF.	ROOF "19"	8,423 SF.
TOTAL ROOF AREAS: 125,000 SF.		TOTAL ROOF AREAS: 125,000 SF.	
THIS AREA IS APPROXIMATE - V.I.F.		THIS AREA IS APPROXIMATE - V.I.F.	
IECC CODE REQUIREMENT R-VALUE MIN. R-30		IECC CODE REQUIREMENT R-VALUE MIN. R-30	
CONNECTICUT ZONE 2B		CONNECTICUT ZONE 2B	
CBSC REQUIREMENT : R-30-U.0333		CBSC REQUIREMENT : R-30-U.0333	

CODE INFORMATION

USE GROUP : B
 CONSTRUCTION CLASS : 2B
 RISK CATEGORY 45
 ULTIMATE DESIGN WIND SPEED: 130 MPH
 NOMINAL DESIGN WIND SPEED: 101 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM) : ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-110 FOR CORNERS. IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

3 ROOF PLAN PART "2"
 1/16"=1'-0"



Project Title:
**PARTIAL ROOF REPLACEMENT AT:
 JOHN F. KENNEDY HIGH SCHOOL**
 422 HIGHLAND AVENUE
 WATERBURY, CONNECTICUT 06708



SILVER PETRUCELLI + ASSOCIATES
 3190 WHITNEY AVENUE HAMDEN CT 06518
 311 STATE STREET NEW LONDON CT 06320
 203 230 9007 silverpetrucelli.com

Revision	Description	Date	Revised By

Drawing Title:
ROOF PLAN PART "2"
 STATE PROJECT 151-0307 RR

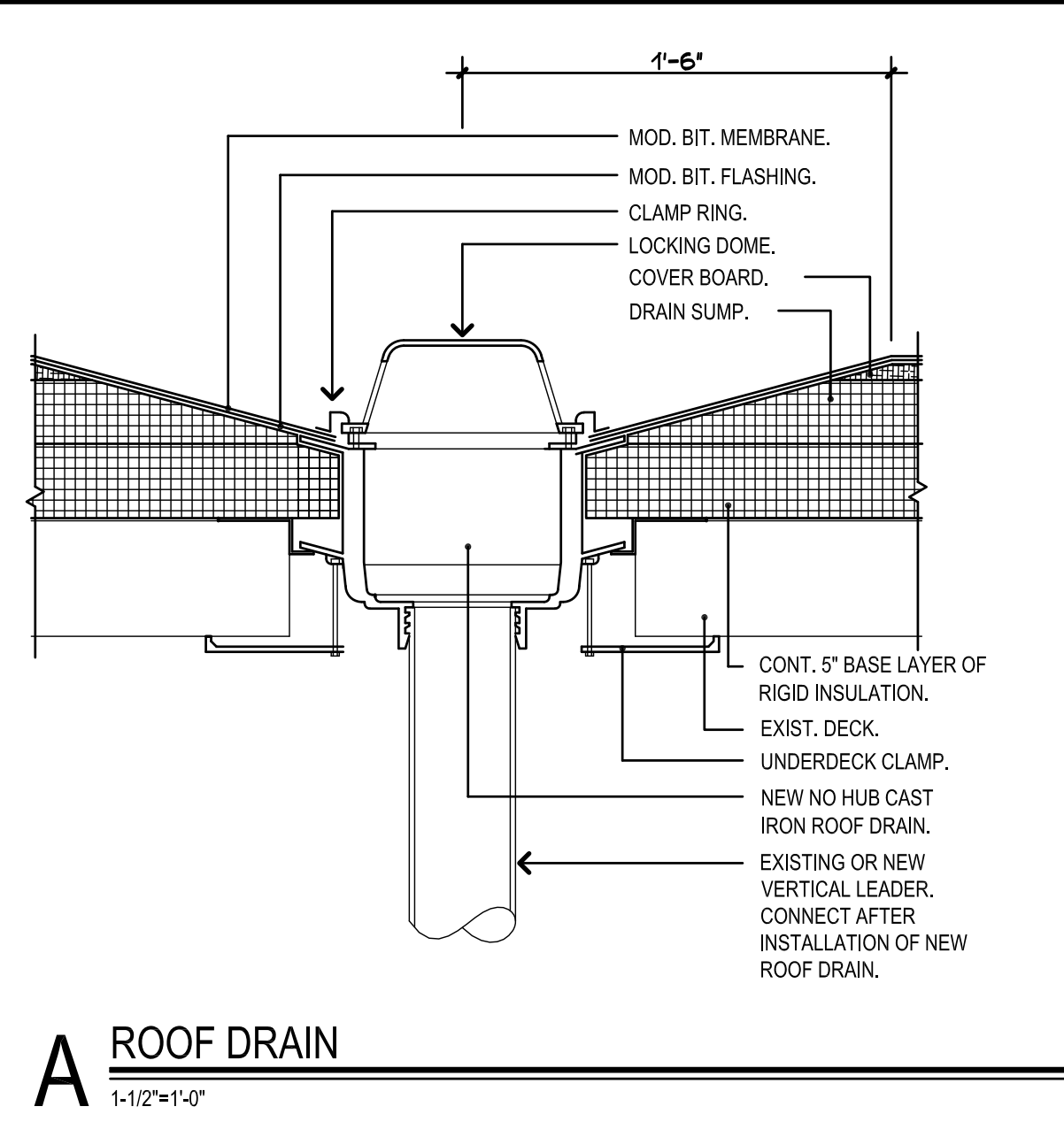
Date:
 03/27/2023

Scale:
 1/16"=1'-0"

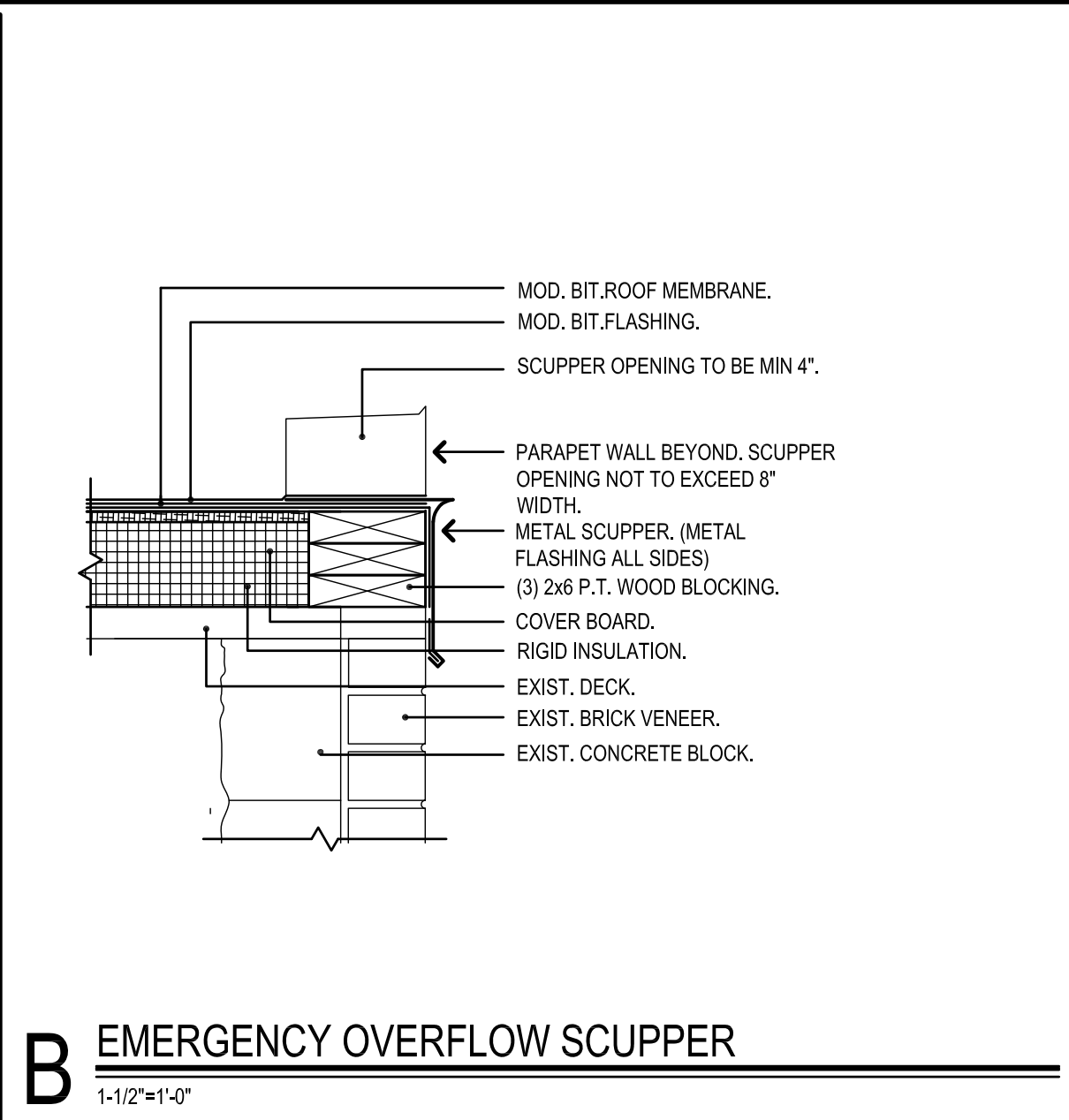
Drawn By:
 K.LINSLEY

Project Number:
 22.059

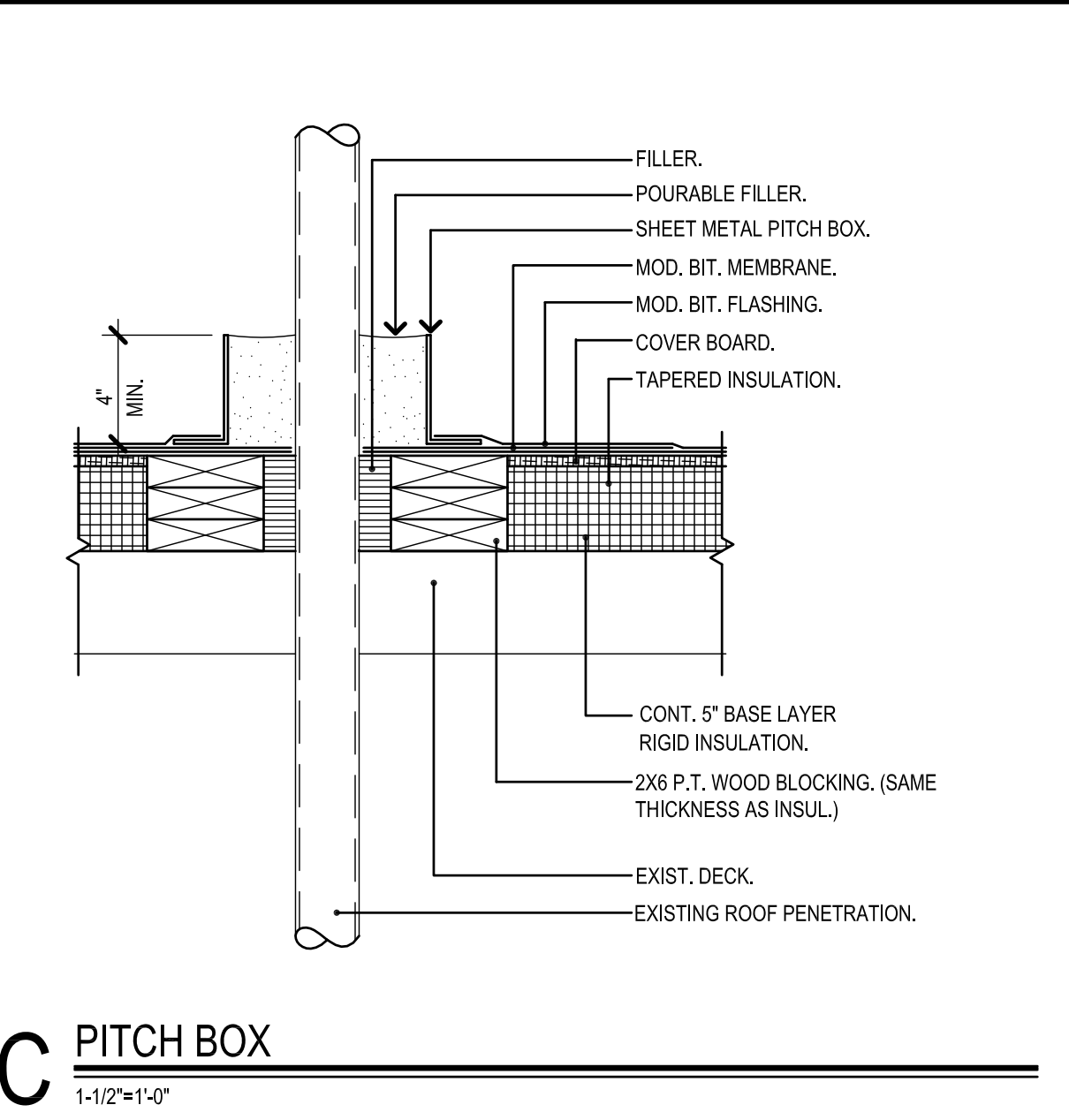
Drawing Number:
A3



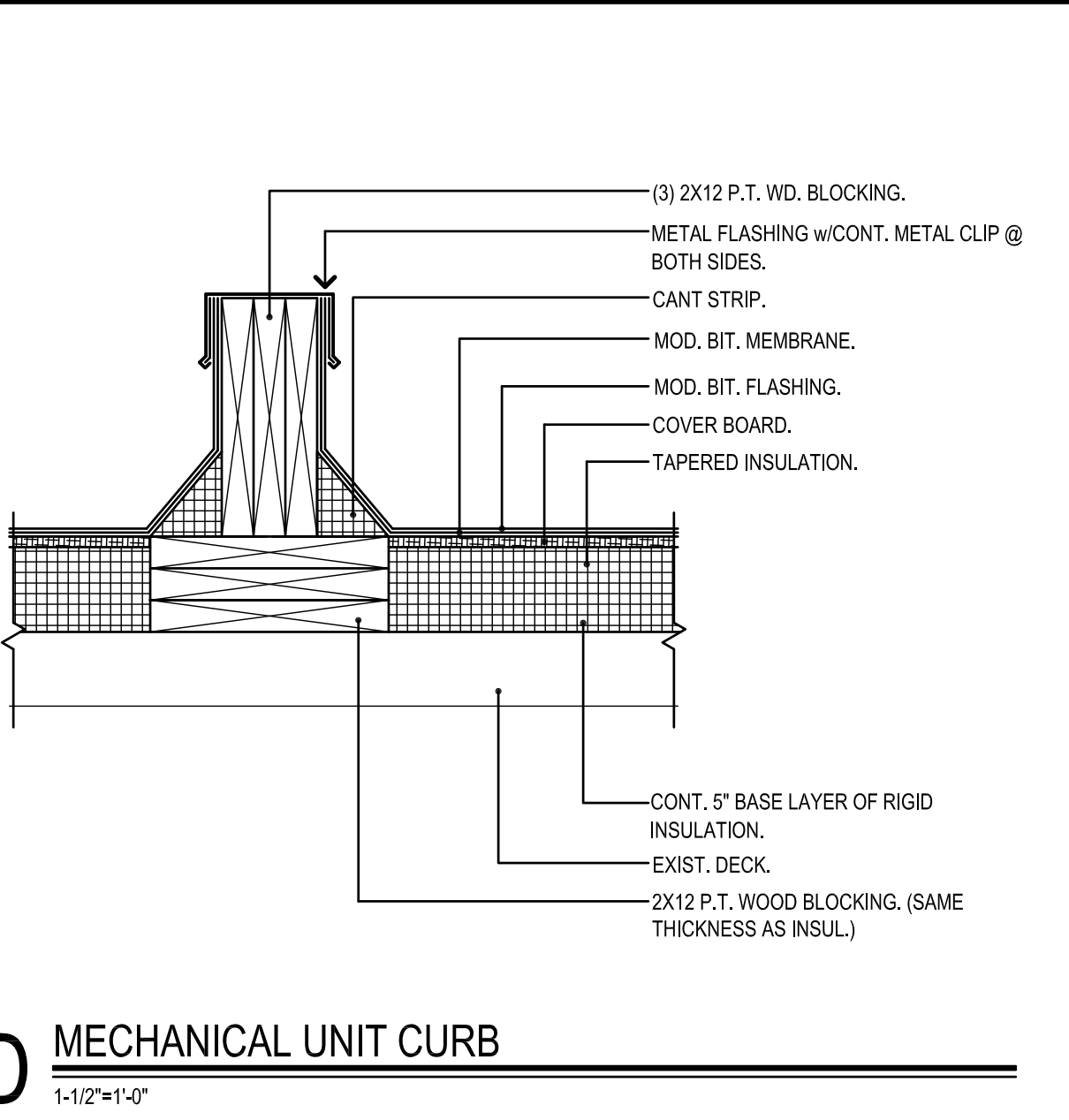
A ROOF DRAIN
1-1/2"x1'-0"



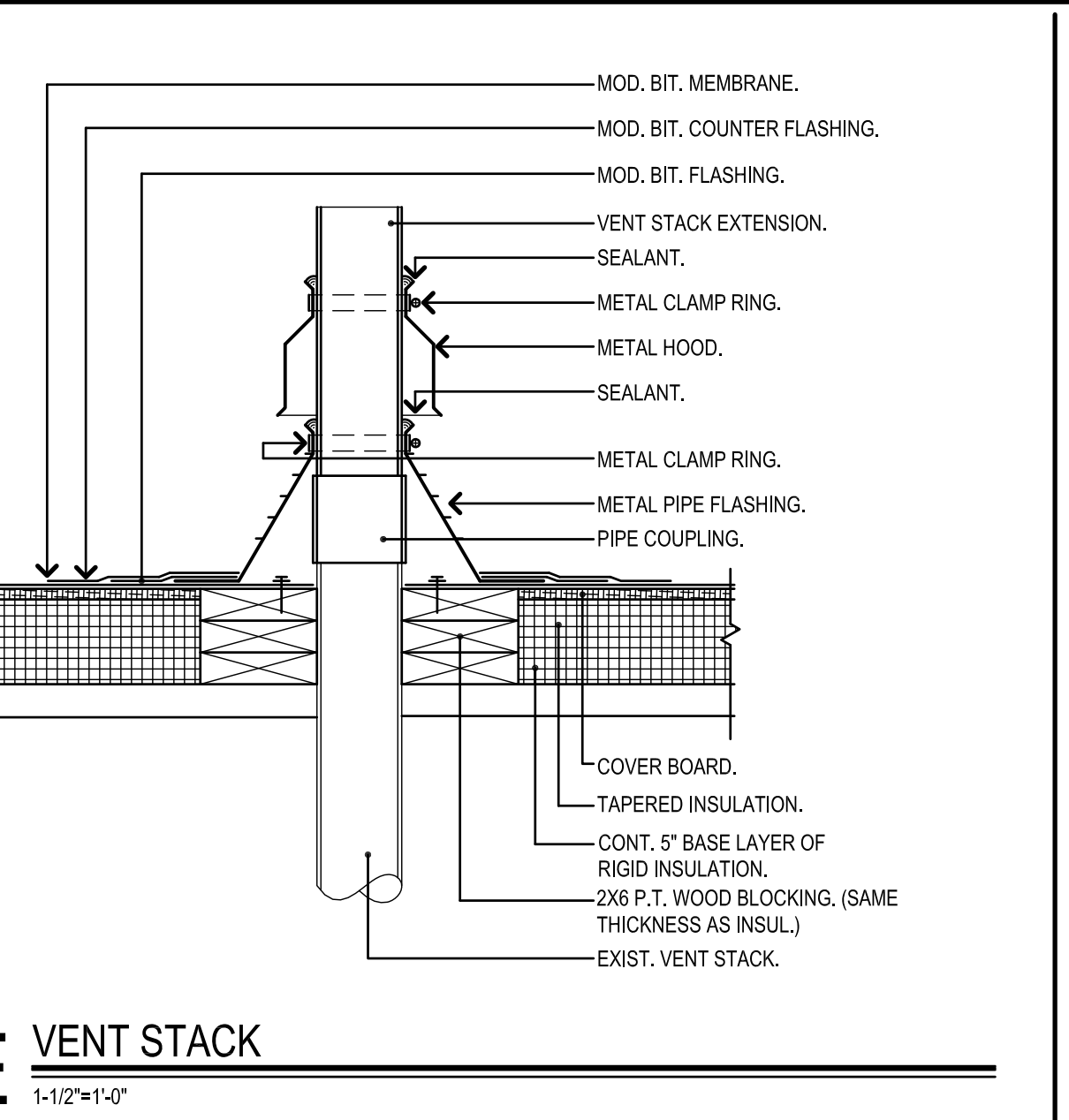
B EMERGENCY OVERFLOW SCUPPER
1-1/2"x1'-0"



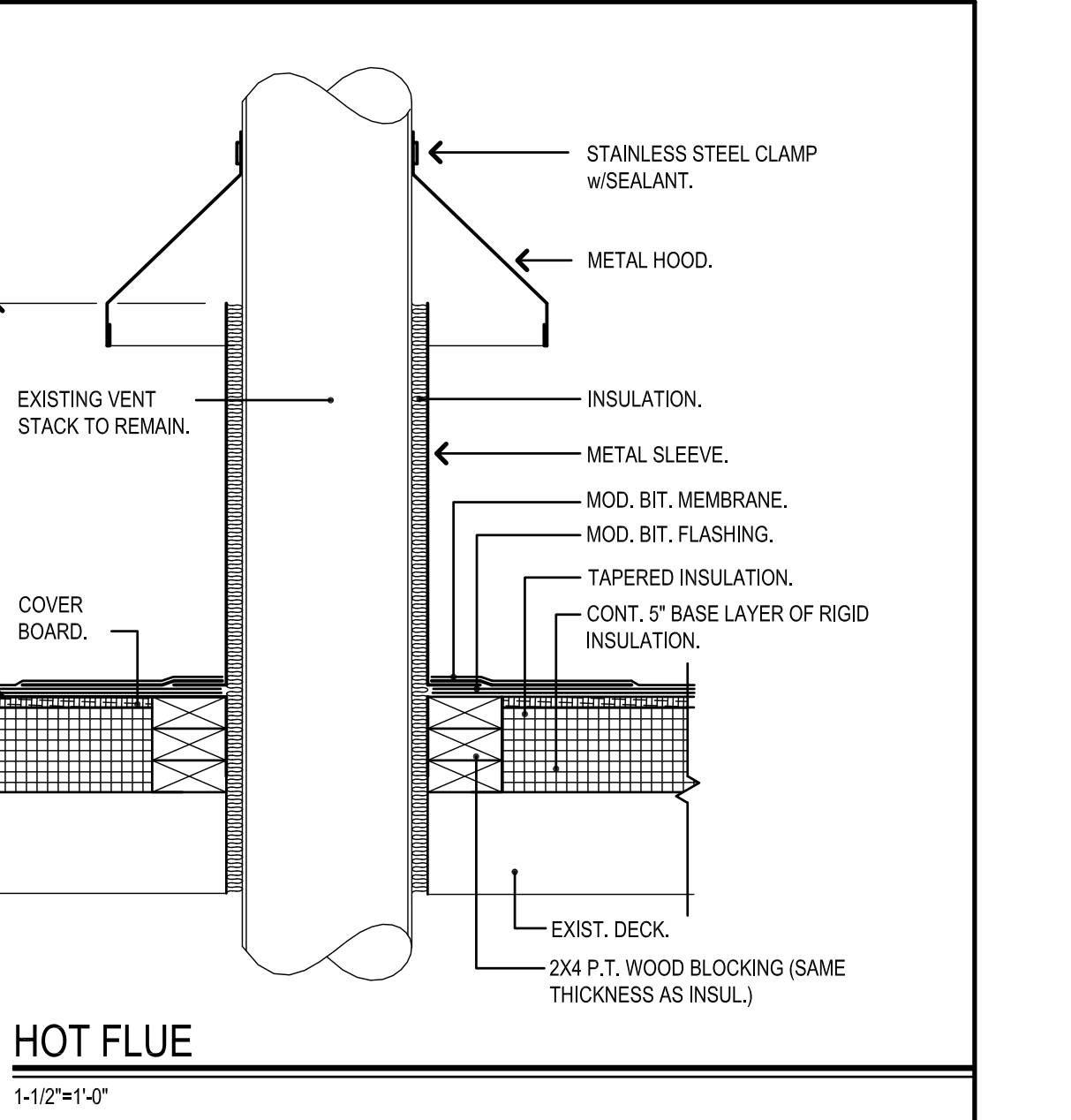
C PITCH BOX
1-1/2"x1'-0"



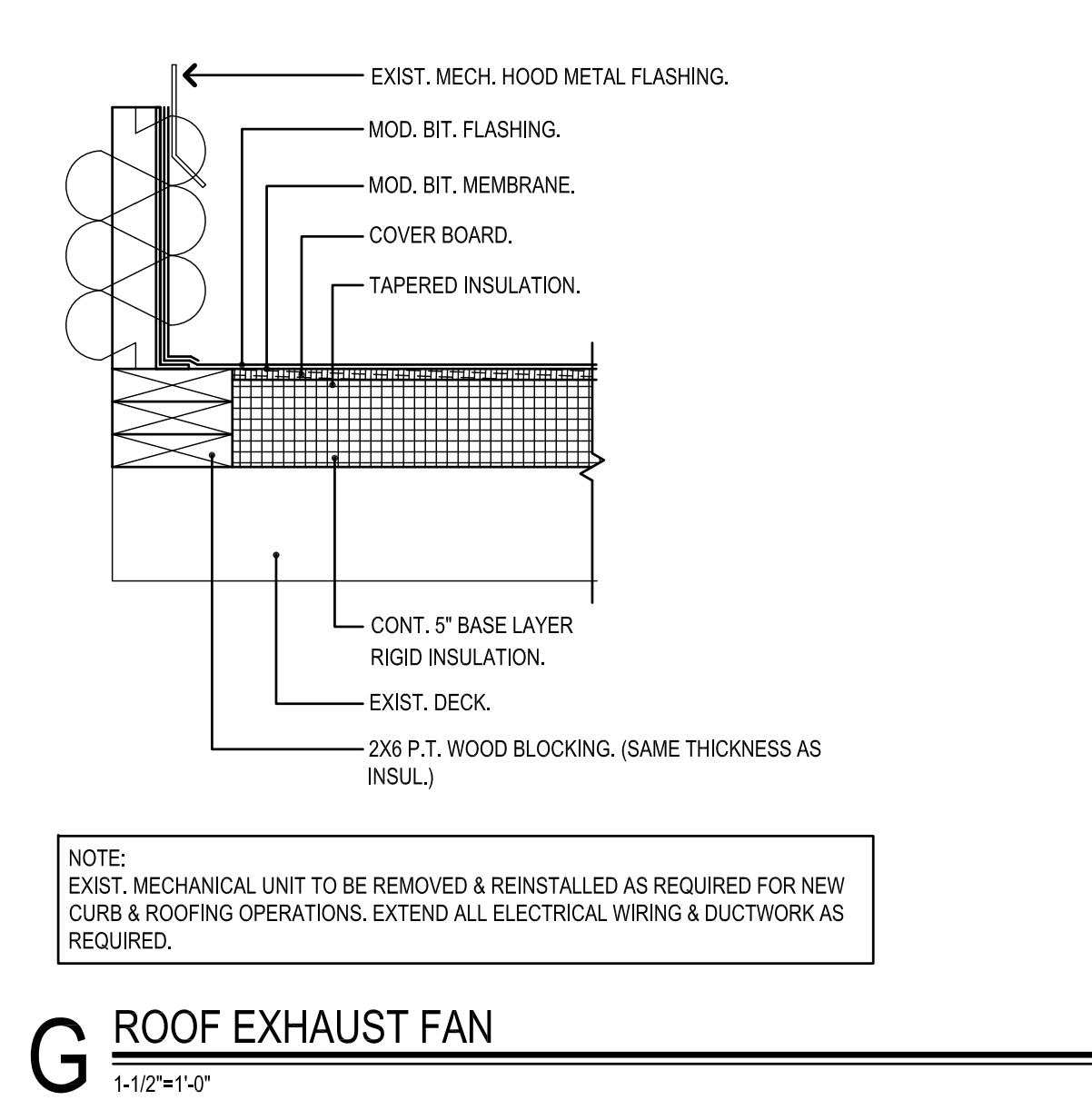
D MECHANICAL UNIT CURB
1-1/2"x1'-0"



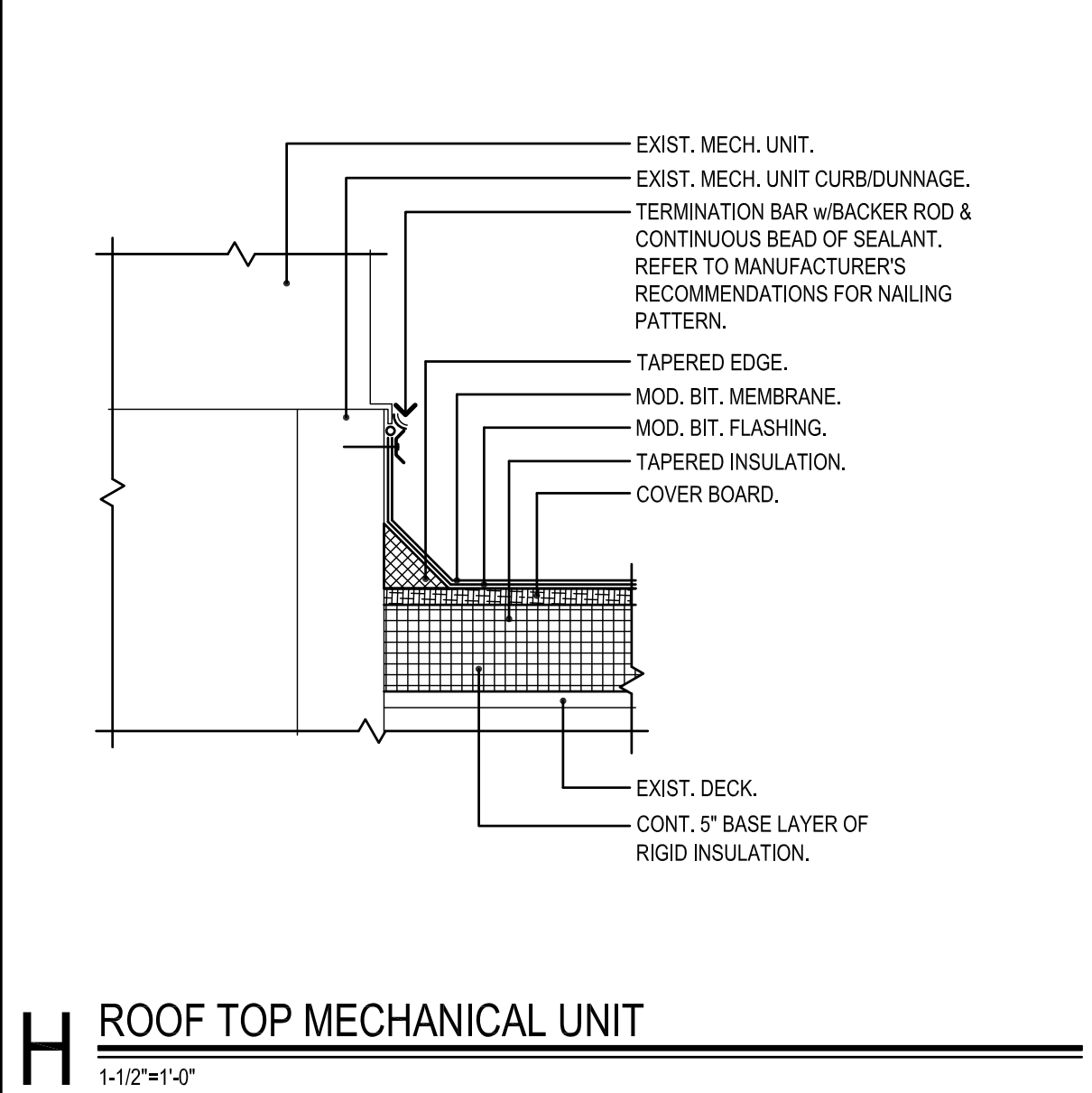
E VENT STACK
1-1/2"x1'-0"



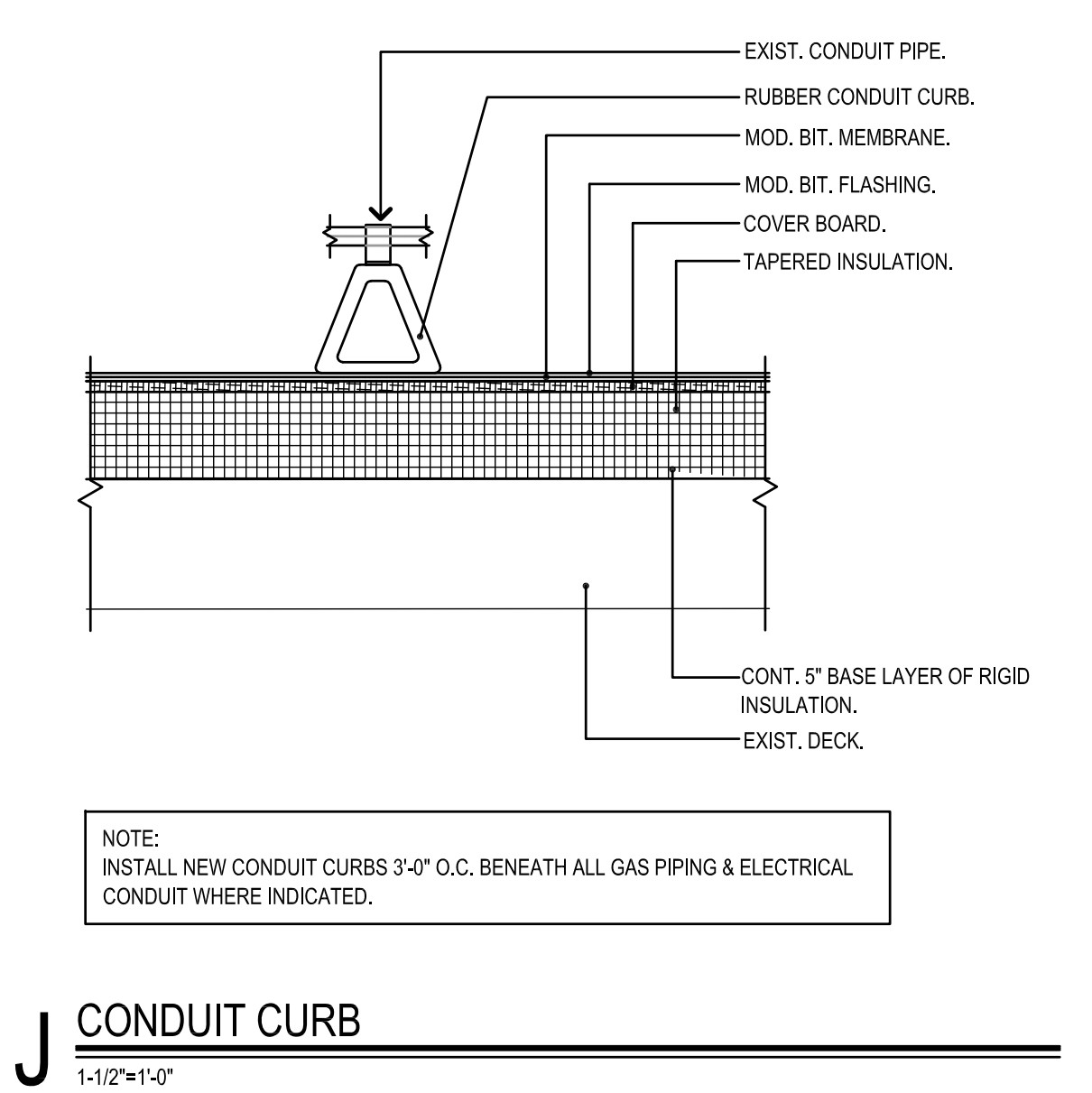
F HOT FLUE
1-1/2"x1'-0"



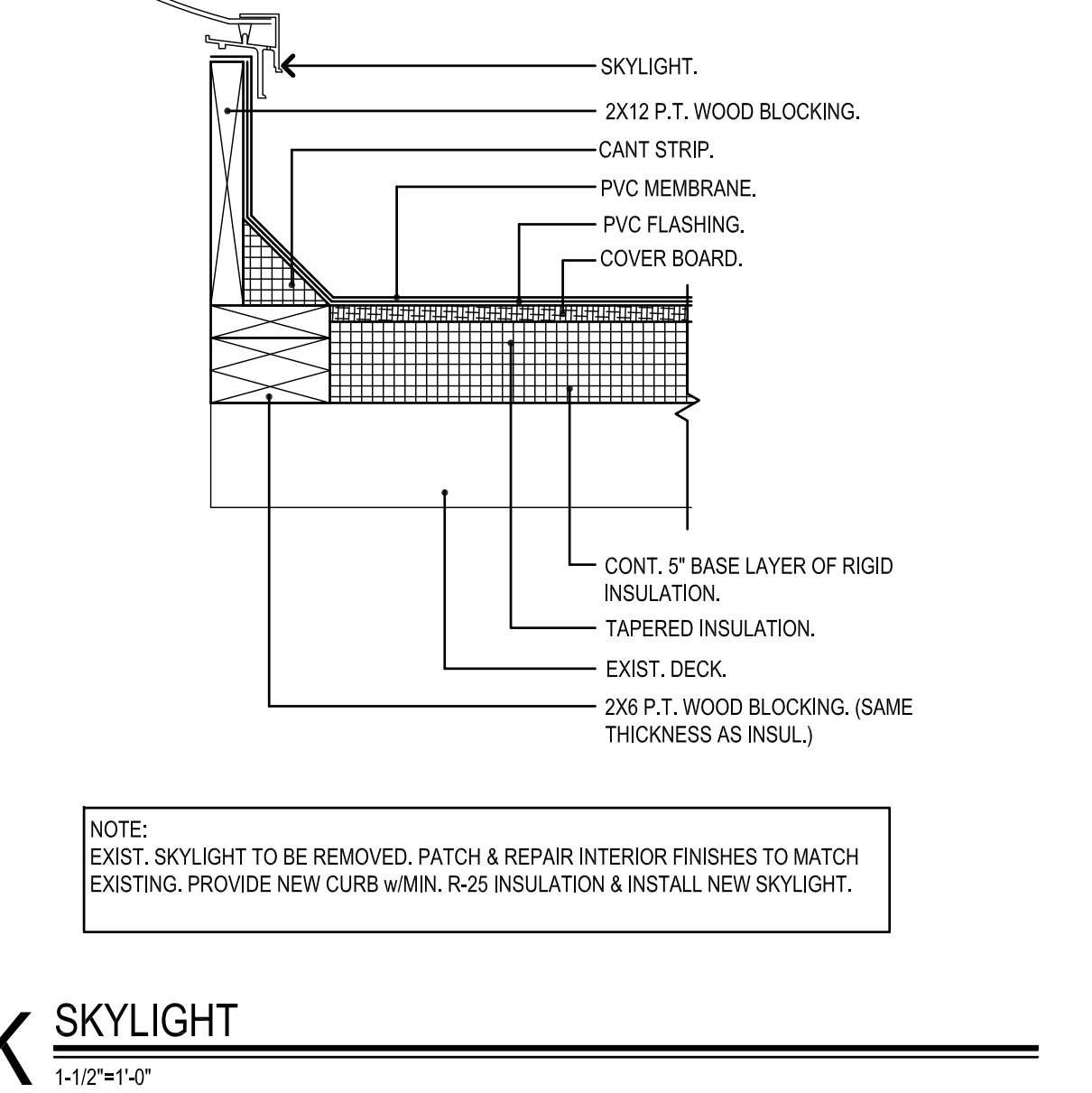
G ROOF EXHAUST FAN
1-1/2"x1'-0"



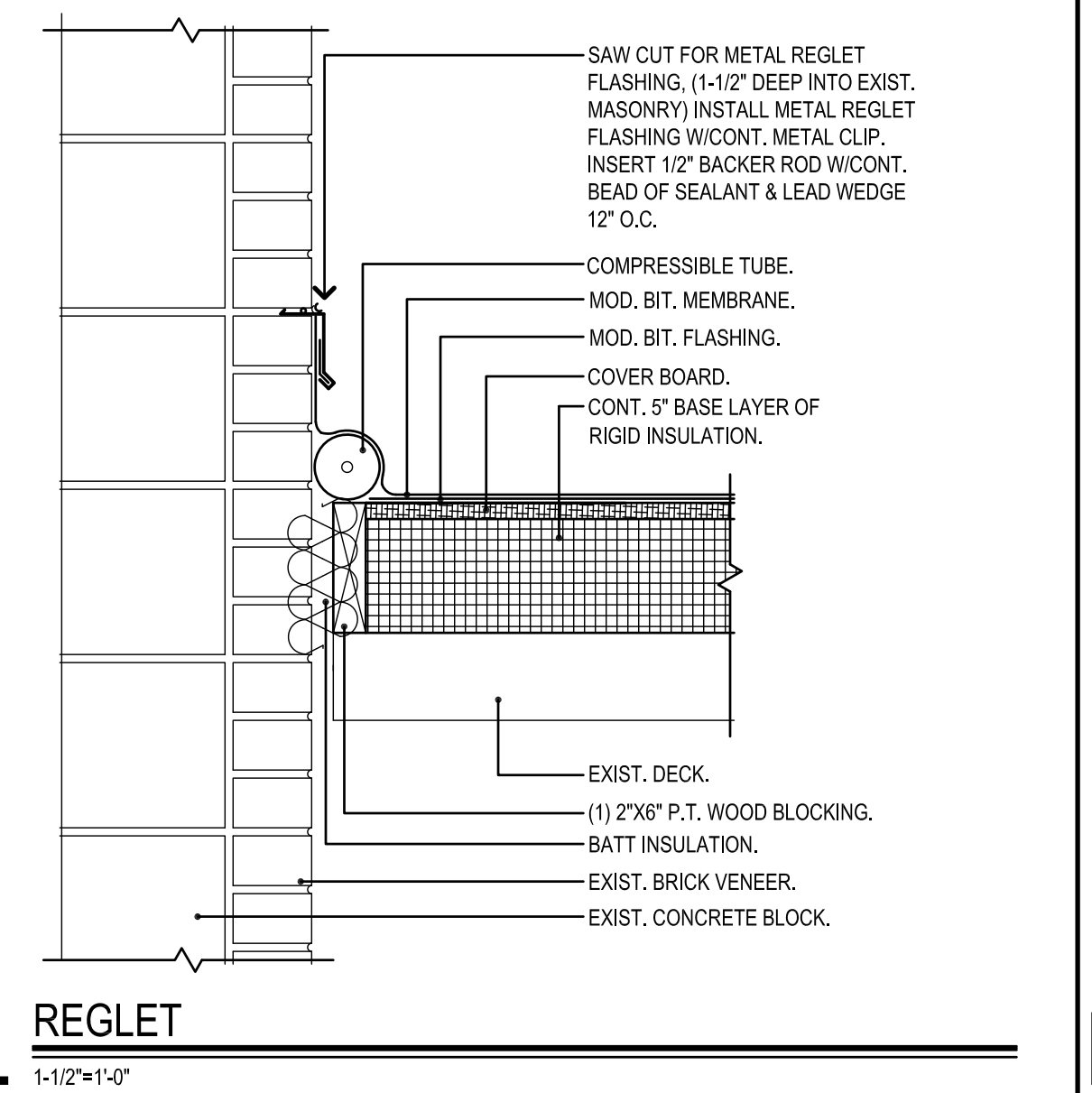
H ROOF TOP MECHANICAL UNIT
1-1/2"x1'-0"



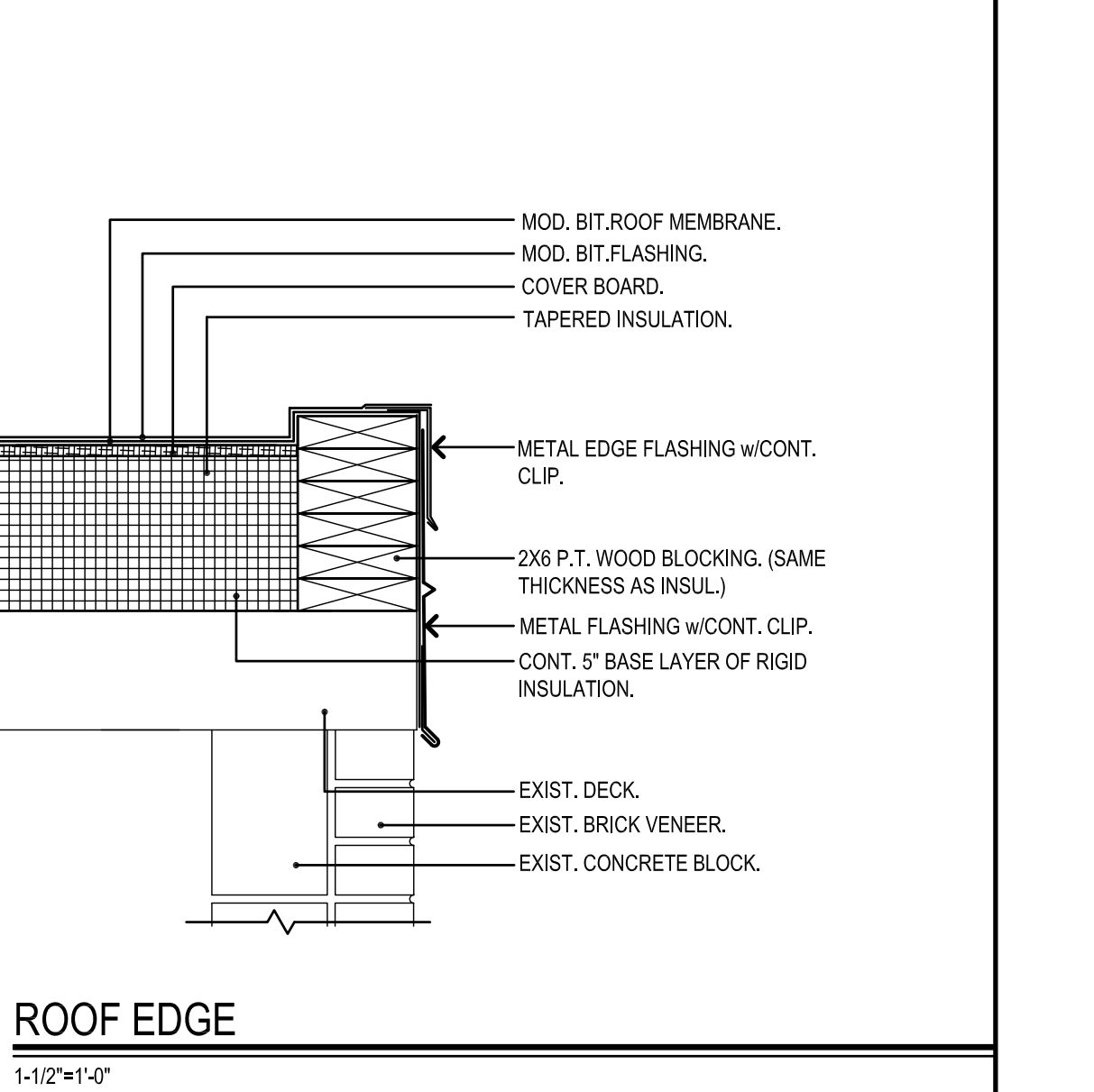
J CONDUIT CURB
1-1/2"x1'-0"



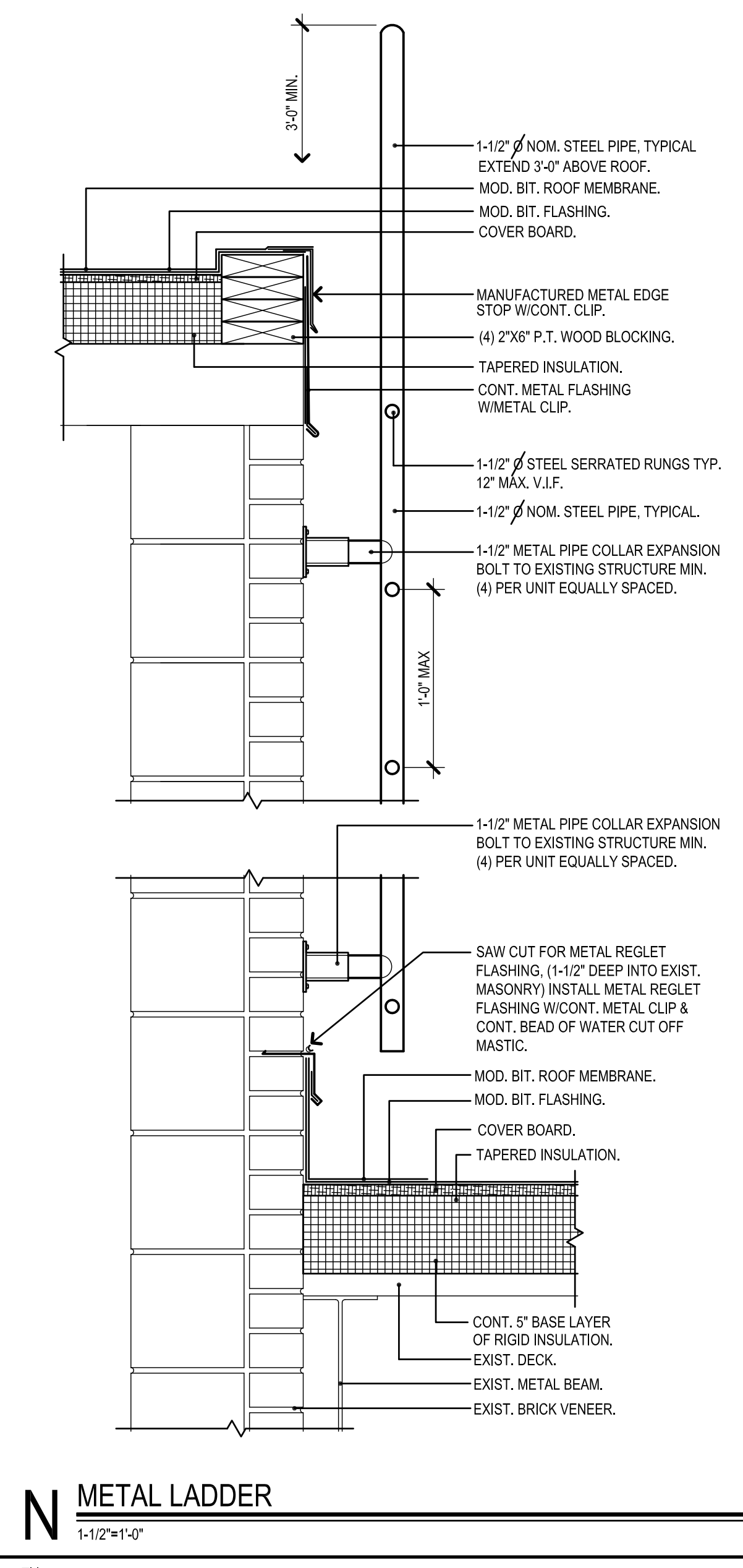
K SKYLIGHT
1-1/2"x1'-0"



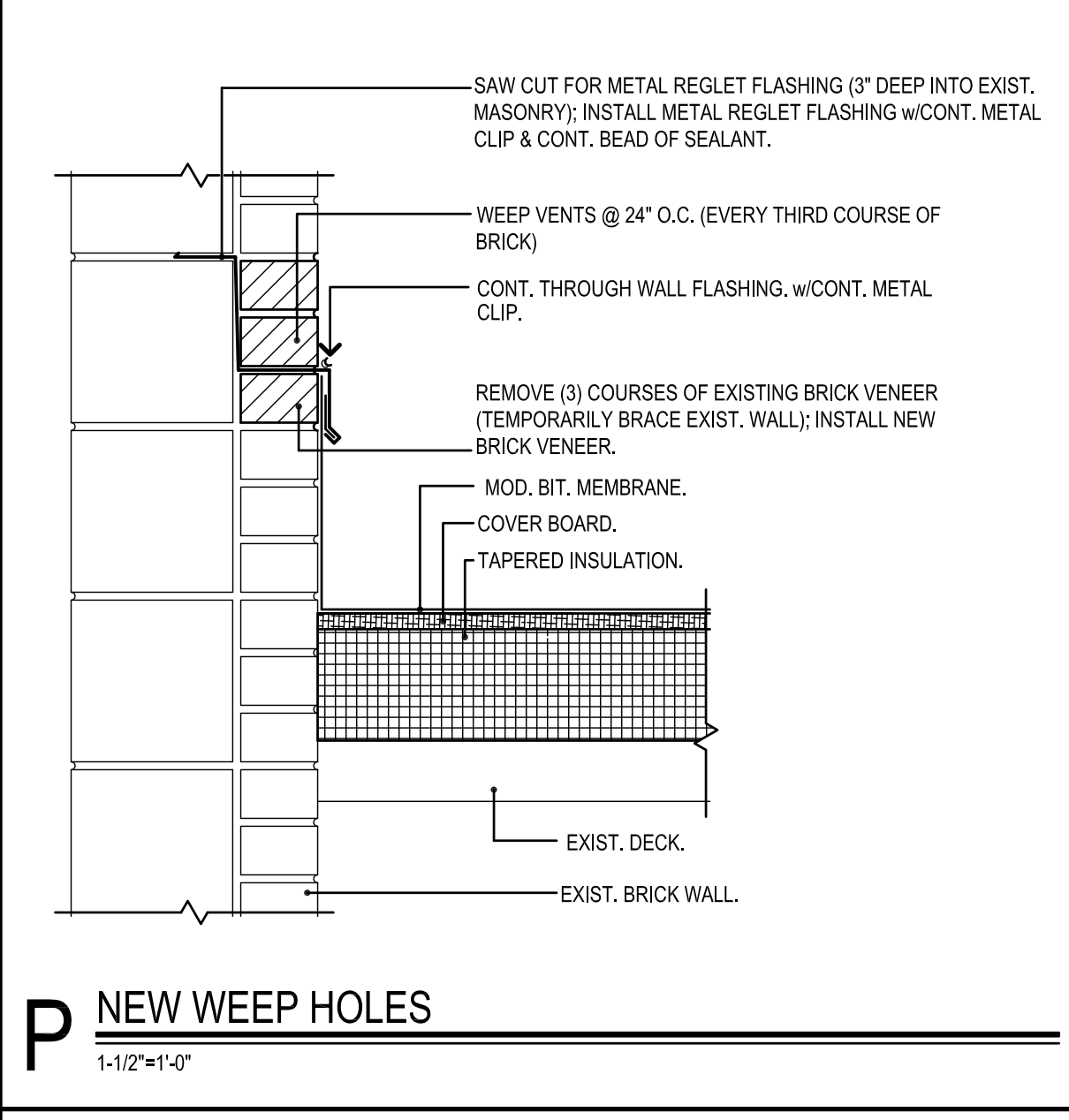
L REGLET
1-1/2"x1'-0"



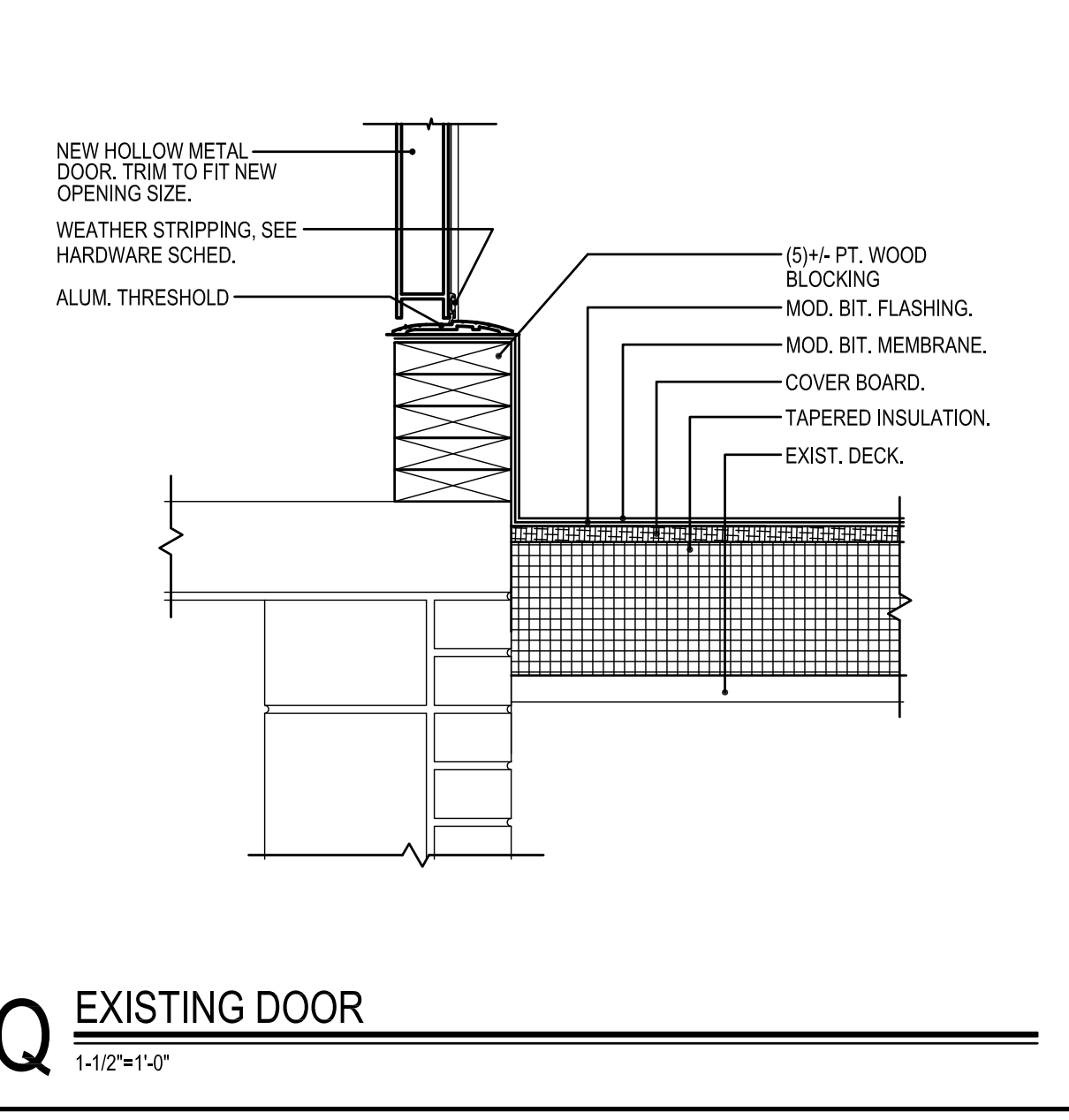
M ROOF EDGE
1-1/2"x1'-0"



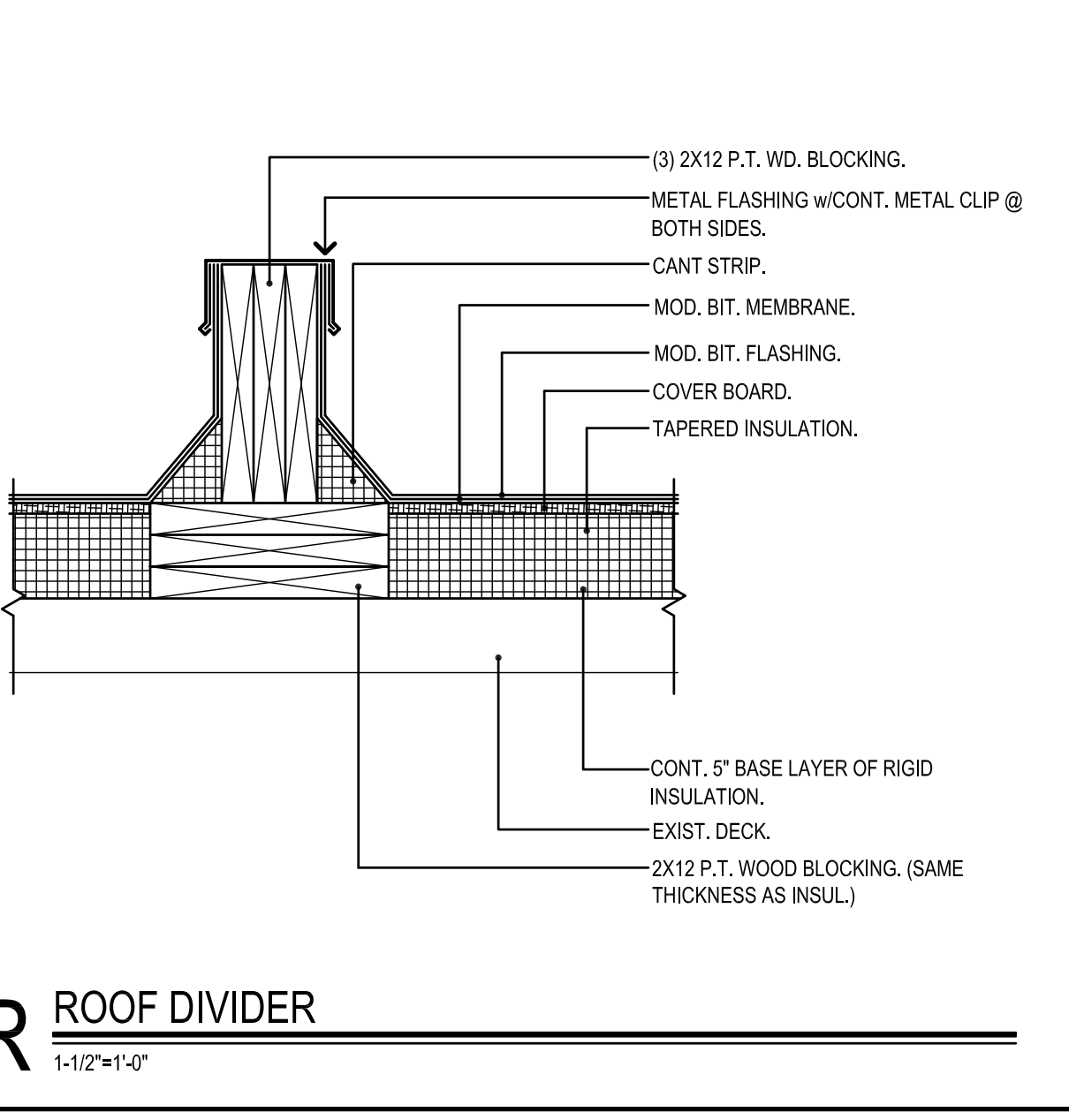
N METAL LADDER
1-1/2"x1'-0"



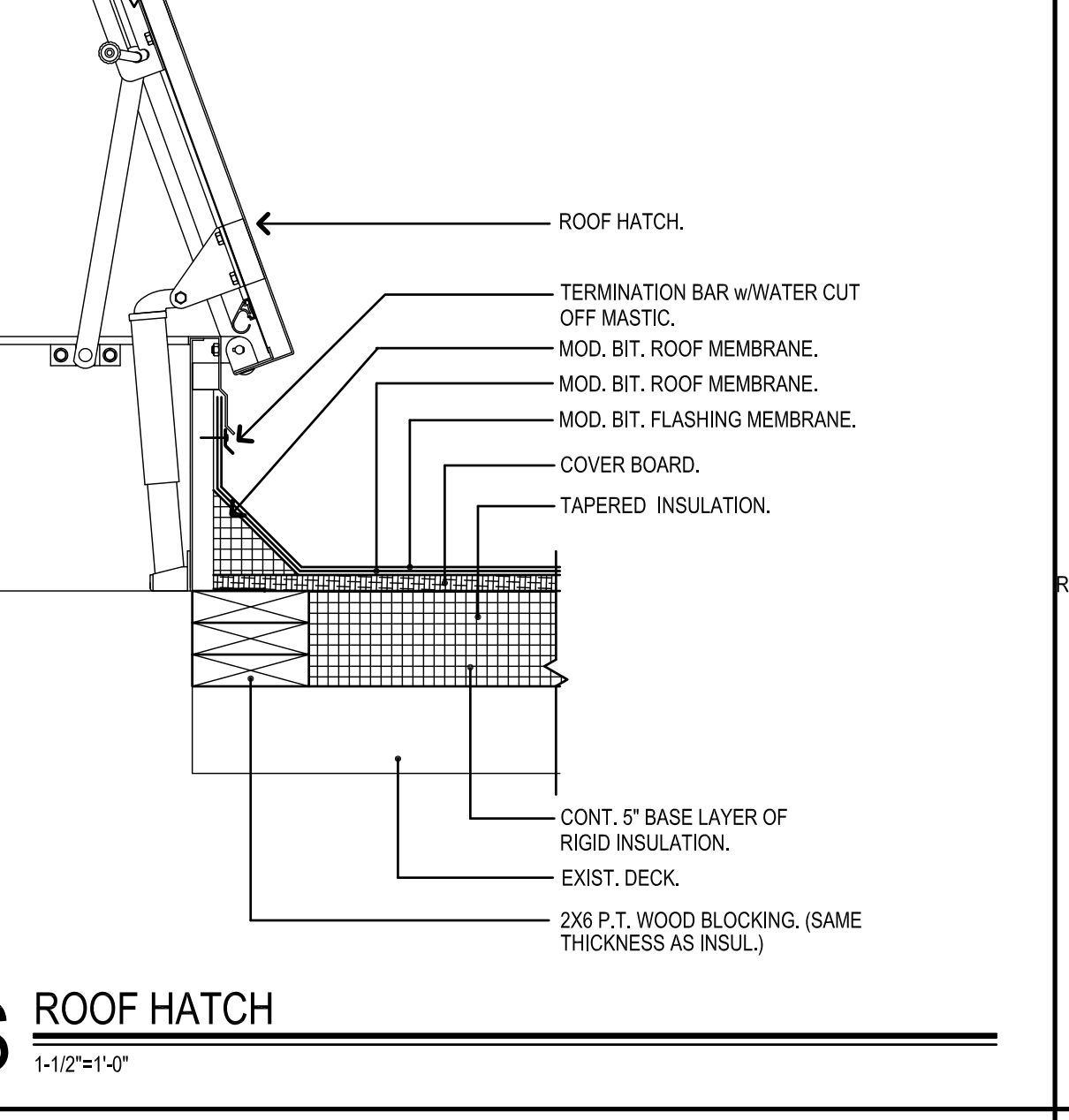
P NEW WEEP HOLES
1-1/2"x1'-0"



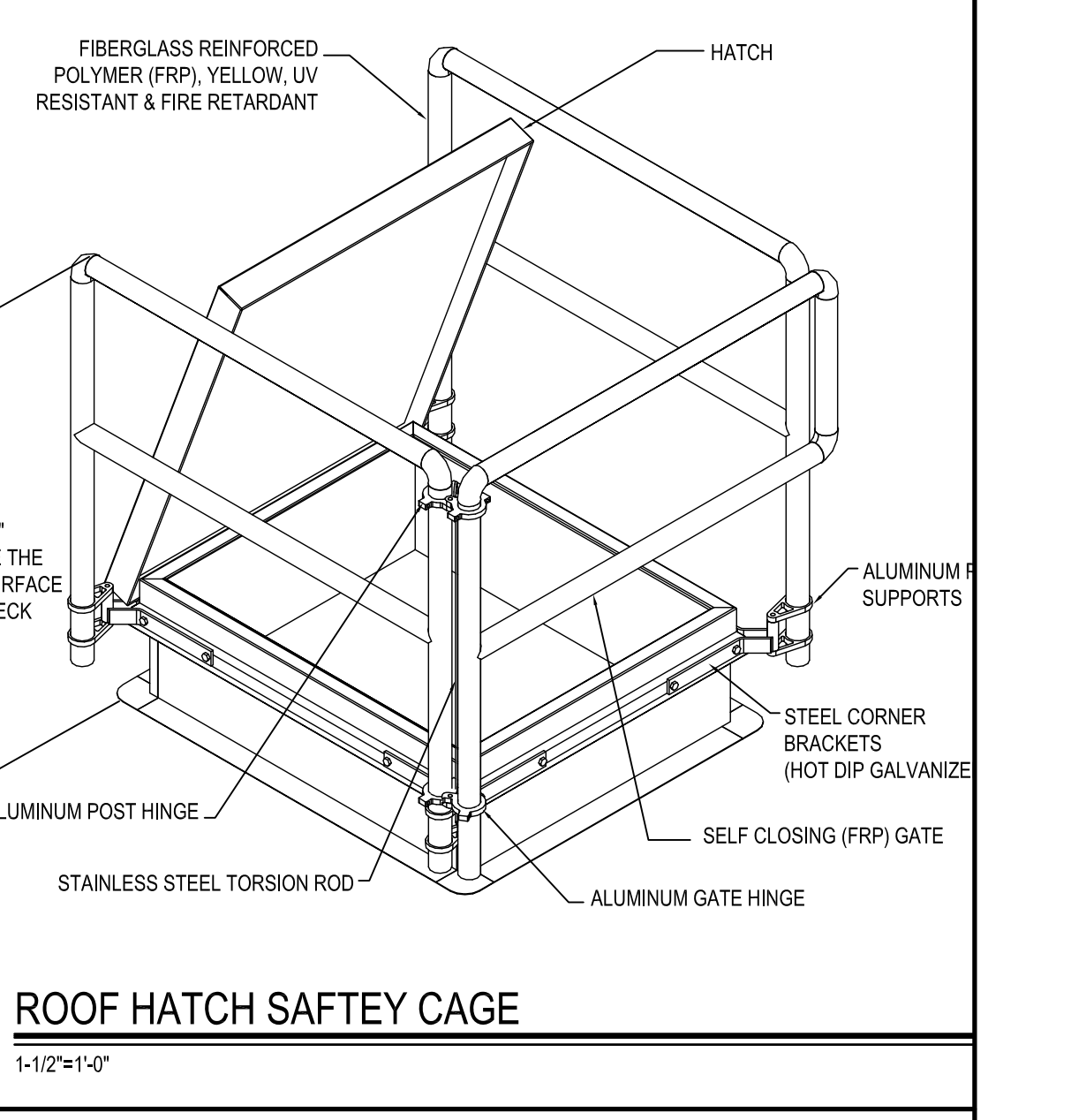
Q EXISTING DOOR
1-1/2"x1'-0"



R ROOF DIVIDER
1-1/2"x1'-0"



S ROOF HATCH
1-1/2"x1'-0"



T ROOF HATCH SAFETY CAGE
1-1/2"x1'-0"

Project Title:
PARTIAL ROOF REPLACEMENT AT:
JOHN F. KENNEDY HIGH SCHOOL
422 HIGHLAND AVENUE
WATERBURY, CONNECTICUT 06708

SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

Revision	Description	Date	Revised By

Drawing Title:
ROOF DETAILS
STATE PROJECT 151-0307 RR

Date:
03/27/2023

Scale:
1-1/2"x1'-0"

Drawn By:
K.LINSLEY

Project Number:
22.059

Drawing Number:
A4

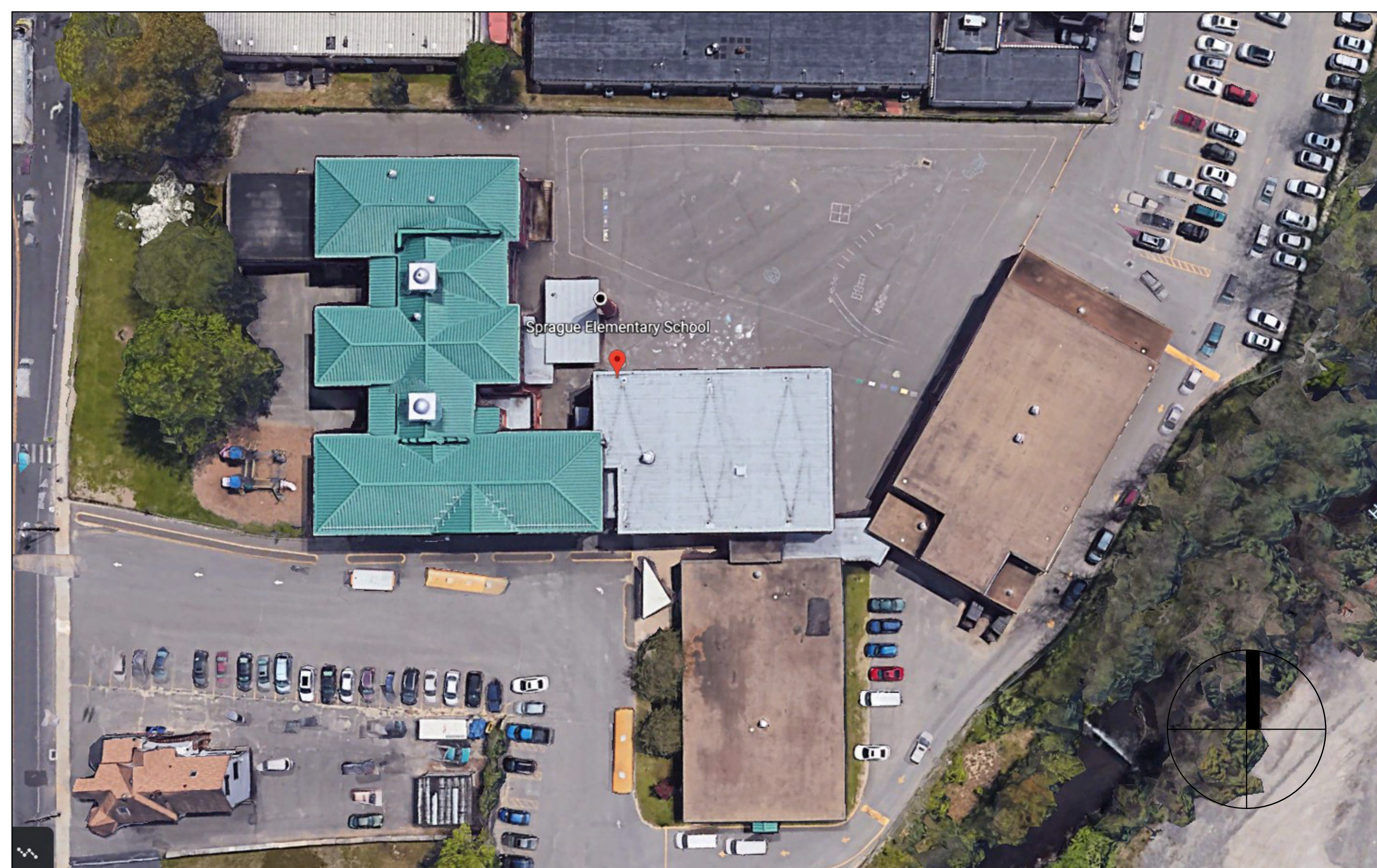
PROJECT NAME: _____

PARTIAL ROOF REPLACEMENT AT:

SPRAGUE ELEMENTARY SCHOOL

1443 THOMASTON AVENUE
WATERBURY, CONNECTICUT 06704

PROJECT LOCATION: _____



DRAWING LIST

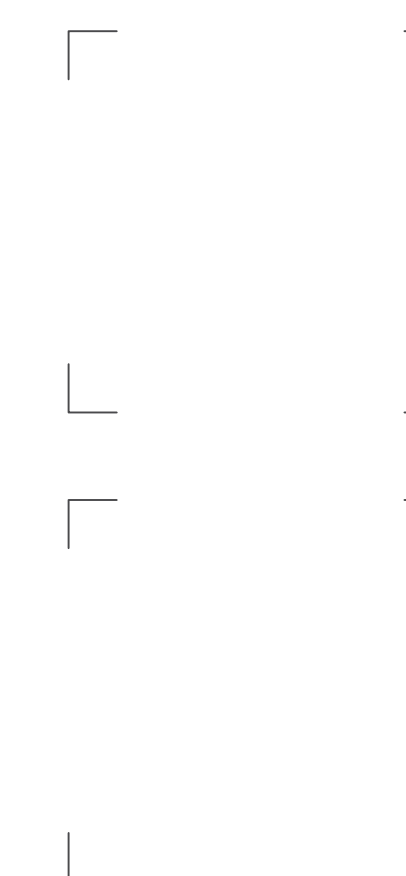
COVER SHEET

ARCHITECTURAL:

- C1 CODE INFORMATION
- A1 OVERALL ROOF PLAN
- A2 ROOF DETAILS

ARCHITECT

SILVER PETRUCELLI & ASSOC.
3190 WHITNEY AVENUE, HAMDEN CT 06518
311 STATE STREET NEW LONDON, CT 06320
PHONE 203 230 9007 silverpetrucelli.com



SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

BUILDING INSPECTOR
OFFICIALS:

FIRE MARSHAL

SANITARIAN/ HEALTH INSPECTOR

ADA/504 COORDINATOR

CONSTRUCTION DOCUMENT SUBMISSION 03/27/2023



STATE PROJECT 151-0308 RR

CODE INFORMATION

DATE OF ORIGINAL CONSTRUCTION 1963
 DATE OF ADDITION

1. GROUP CLASSIFICATION (CHAPTER 3)
 (PRIMARY) E-EDUCATIONAL
 (INCIDENTAL) A3-ASSEMBLY

2. CONSTRUCTION TYPE (CHAPTER 6)
 MINIMUM TYPE REQUIRED 2B
 ACTUAL TYPE PROVIDED (EXISTING) --
 (NEW) 2B

3. BUILDING HEIGHT (CHAPTER 5)
 ALLOWABLE HEIGHT (STORY/FEET) 3/75'-0"
 ACTUAL HEIGHT (STORY/FEET) 1/50'-0"
 (STORIES ABOVE GRADE) 2

4. BUILDING AREA (CHAPTER 5)
 A) BUILDING AREA (FIRST)
 EXISTING CONSTRUCTION 41,424 sq.ft.
 NEW CONSTRUCTION 0 sq.ft.
 TOTAL FLOOR 41,424 sq.ft.
 B) BUILDING AREA (SECOND)
 EXISTING CONSTRUCTION 41,424 sq.ft.
 NEW CONSTRUCTION 0 sq.ft.
 TOTAL FLOOR 41,424 sq.ft.
 TOTAL (ALL FLOORS) 41,424 sq.ft.

5. AREA MODIFICATIONS TO TABLE 503 (FOR EACH SEPARATE BUILDING AS DEFINED BY FIRE WALLS AND/OR EXTERIOR WALLS)
 NA

6. CASE 1 - SINGLE OCCUPANCY OR NONSEPARATED USES (302.3.1) (ALLOWABLE AREA 506.4)
 NA

7. CASE 2 - MIXED OCCUPANCY SEPARATED USES (302.3.2) (ALLOWABLE AREA 506.4)
 NA

8. FIRE-RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS (TABLE 601, SEE CODE PLANS FOR SPECIFIC DESIGNATIONS)

1. STRUCTURAL FRAME, INCLUDING COLUMNS, GIRDERS, TRUSSES	0	Hr(s)
2. BEARING WALLS: EXTERIOR (TABLE 602)	0/1	Hr(s)
INTERIOR	0	Hr(s)
3. NONBEARING WALLS & PARTITIONS EXTERIOR (TABLE 602)	0/1	Hr(s)
INTERIOR	0	Hr(s)
4. FLOOR CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	0	Hr(s)
5. ROOF CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	0	Hr(s)

9. OCCUPANCY LOAD

DESIGN TOTAL FOR BASEMENT	NA
TOTAL EXIT CAPACITY FOR BASEMENT	NA
DESIGN TOTAL FOR FIRST FLOOR	NA
TOTAL EXIT CAPACITY FOR FIRST FLOOR	NA
DESIGN TOTAL FOR BUILDING	NA
TOTAL EXIT CAPACITY FOR BUILDING	NA

10. MODIFICATIONS

	APPROVED	NOT APPROVED
	APPROVED	NOT APPROVED
	APPROVED	NOT APPROVED

11. ACCESSIBLE BUILDING
 X DESIGNATED
 NON DESIGNATED

12. MINIMUM PLUMBING FIXTURE COUNT (I.P.C. CHAPTER 4) FOR EACH TYPE OF OCCUPANCY PER ENTIRE FACILITY

	REQUIRED	PROVIDED
GROUP "A3" OCCUPANCY (DESIGN LOAD = NA)		
W/C MALE	NA	NA
W/C FEMALE	NA	NA
LAVS	NA	NA
D/F	NA	NA
W/C UNISEX	NA	NA
LAVS UNISEX	NA	NA

	REQUIRED	PROVIDED
GROUP "E" OCCUPANCY (DESIGN LOAD = NA)		
W/C	NA	NA
LAVS	NA	NA
D/F	NA	NA

(TOTAL DESIGN LOAD FOR ENTIRE FACILITY = NA)

13. ENTIRE BUILDINGS SPRINKLERED
 YES NO
 X

14. THRESHOLD BUILDING CONDITIONS
 YES NO
 X

15. CODES TO WHICH THIS PROJECT WAS DESIGNED

State Building Code	2021 IBC CTSBC/2022 AMEND.
State Mechanical Code	2017 ICC
State Plumbing Code	2015 IPC
State Energy Conservation Code	2015 IECC
State Electrical Code	2020 NFPA 70
State Health Code	MOST CURRENT
OSHA	MOST CURRENT
Section 504	CURRENT
ADA	MOST CURRENT
ANSI 117.1	MOST CURRENT

16. BUILDING AREAS FOR GRANT CALCULATION (ENTIRE FACILITY) (MEASURED TO INSIDE FACE OF EXTERIOR WALLS)

EXISTING UNRENOVATED CONSTRUCTION	0	SQ.FT.
EXISTING RENOVATED CONSTRUCTION	0	SQ.FT.
EXISTING BEING DEMOLISHED	0	SQ.FT.
TOTAL EXISTING CONSTRUCTION	41,424	SQ.FT.
TOTAL NEW CONSTRUCTION	0	SQ.FT.
TOTAL FACILITY	41,424	SQ.FT.

OPEN AREAS (NOT INCLUDED IN TOTAL FACILITY)
 NA SQ.FT.

17. TOTAL CONSTRUCTED BUILDING AREA (OUTSIDE FACE OF EXTERIOR WALLS INCLUDING OPEN AREAS ABOVE)
 NA SQ.FT.

FIRE SAFETY CODE DATA:

1. CLASSIFICATION OF OCCUPANCY	EDUCATIONAL/ASSEMBLY
2. MINIMUM CONSTRUCTION REQUIRED	2B
ACTUAL CONSTRUCTION PROVIDED	2A
3. NOTIFICATION / ALARMS (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)	YES X NO
4. DETECTION (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)	YES X NO
5. EXTINGUISHMENT REQUIREMENTS (NFPA 13, 2002)	YES X NO

MEANS OF EGRESS

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT IBC TABLE 1004.1.2

USE	FLOOR AREA IN S.F. PER OCCUPANT
1. CLASSROOMS	20 S.F. NET
2. SHOPS & VOCATIONAL	50 S.F. NET
3. ASSEMBLY WITHOUT FIXED SEATS	7 S.F. NET
TABLES AND CHAIRS	15 S.F. NET
4. PLATFORMS	15 S.F. NET
5. LIBRARY READING ROOMS	50 S.F. NET
STACK AREA	100 S.F. GROSS
6. LOCKER ROOMS	50 S.F. GROSS
7. MECHANICAL AREAS	300 S.F. GROSS
8. STORAGE	300 S.F. GROSS
9. BUSINESS AREAS	100 S.F. GROSS
10. Courtyards	15 S.F. NET
MAXIMUM LENGTH OF EXIT TRAVEL	250 feet
1. I.B.C. TABLE 1015.1	

SYMBOL LEGEND

- PLAN SECTION DETAIL OR ELEVATION - SHEET NUMBER
- INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/2 PER FOOT
- TAPERED INSULATION CRICKET SLOPED @ 1/2 PER FOOT
- INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH
- NOT IN CONTRACT SCOPE
- WALKWAY PADS - SEE CONSTRUCTION NOTE #2
- EXISTING ROOF DRAIN TO BE REMOVED - SEE DEMOLITION NOTES
- NEW ROOF DRAIN TO BE INSTALLED - SEE DETAIL A/A2
- EMERGENCY OVERFLOW SCUPPER - SEE DETAIL B/A2
- METAL GUTTER - SEE DETAIL C/A2
- METAL COLLECTION BOX - SEE DETAIL D/A2
- METAL DOWNSPOUT - SEE CONSTRUCTION NOTE #3
- EXISTING VENT STACK - SEE DETAIL F/A2
- EXISTING FAN UNIT - SEE DETAIL G/A2
- ROOF HATCH - SEE DETAIL H/A2
- EXISTING LIGHT FIXTURE - SEE CONSTRUCTION NOTE #4

GENERAL NOTES

- ALL FLAT ROOFS TO RECEIVE 1/2 PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
- FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
- ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
- ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED, (P.T.)
- ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
- ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8" (VERTICAL OR HORIZONTAL)
- CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS w/a LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
- CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT w/NO ADDITIONAL COST TO OWNER.
- SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELLED. w/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING w/NO ADDITIONAL COST TO THE OWNER.
- SHAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
- ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/2 PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
- CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
- SHAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
- ALL DRAIN PIPING IS INSULATED ABOVE THE CEILING. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
- NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
- ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

DEMOLITION NOTES

- REMOVE EXISTING FLAT METAL ROOFING SYSTEM.
- REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
- REMOVE EXISTING ROOF DRAINS & SUMP.

CONSTRUCTION NOTES

- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
- WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE w/OWNER & ARCHITECT.
- NEW METAL DOWNSPOUT. PLACE NEW CONCRETE SPLASH BLOCK AT WATER DISCHARGE. SEE PROJECT MANUAL.
- EXISTING ELECTRICAL FIXTURE TO BE TEMPORARILY REMOVED TO ALLOW VERTICAL FLASHING TO BE INSTALLED & REINSTALLED IN EXISTING LOCATION.

ROOF AREAS

ROOF "A"	1,697	SF.	ROOF "G"	548	SF.
ROOF "B"	555	SF.	ROOF "H"	7,438	SF.
ROOF "B-1"	144	SF.	ROOF "J"	690	SF.
ROOF "C"	308	SF.	ROOF "K"	8,072	SF.
ROOF "D"	788	SF.	ROOF "L"	400	SF.
ROOF "E"	6,283	SF.	ROOF "M"	1,303	SF.
ROOF "F"	200	SF.			

ROOF ASSEMBLY

OUTSIDE AIR	0.17
ROOF MEMBRANE	0.33
COVERBOARD	2.20
5" POLYISO INSUL.	29.7
EXISTING DECK	1.23
INSIDE AIR	0.61
R-VALUE TOTAL	34.24

TOTAL ROOF AREAS: 28,424 SF.
 THIS AREA IS APPROXIMATE. V.I.F.
 IECC CODE REQUIREMENT R-VALUE MIN. R-30
 CONNECTICUT ZONE 2B
 CBSC REQUIREMENT - R-30-U.0333

CODE INFORMATION

USE GROUP: B
 CONSTRUCTION CLASS: 2B
 RISK CATEGORY #3
 ULTIMATE DESIGN WIND SPEED: 135 MPH
 NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF 140 FOR FIELD, 175 FOR PERIMETER AND 110 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.



SYMBOL LEGEND	
	PLAN SECTION DETAIL OR ELEVATION - SHEET NUMBER
	INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/2" PER FOOT
	TAPERED INSULATION CRICKET SLOPED @ 1/2" PER FOOT
	INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH
	NIC - NOT IN CONTRACT SCOPE
	WALKWAY PADS - SEE CONSTRUCTION NOTE #2
	EXISTING ROOF DRAIN TO BE REMOVED - SEE DEMOLITION NOTES
	NEW ROOF DRAIN TO BE INSTALLED - SEE DETAIL A/A2
	EMERGENCY OVERFLOW SCUPPER - SEE DETAIL B/A2
	METAL GUTTER - SEE DETAIL C/A2
	METAL COLLECTION BOX - SEE DETAIL D/A2
	METAL DOWNSPOUT - SEE CONSTRUCTION NOTE #3
	EXISTING VENT STACK - SEE DETAIL F/A2
	EXISTING FAN UNIT - SEE DETAIL G/A2
	ROOF HATCH - SEE DETAIL H/A2
	EXISTING LIGHT FIXTURE - SEE CONSTRUCTION NOTE #4

- ### GENERAL NOTES
- ALL FLAT ROOFS TO RECEIVE 1/2" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
 - FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
 - ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED 'EXISTING'.
 - ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED (P.T.)
 - ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
 - ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 6", (VERTICAL OR HORIZONTAL)
 - CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS w/LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE, NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
 - CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT w/NO ADDITIONAL COST TO OWNER.
 - SITE AREAS DISTURBED SHALL BE CLEANED & RE-EVELED, w/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING w/NO ADDITIONAL COST TO THE OWNER.
 - SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
 - ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/2" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 - CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
 - SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
 - ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
 - NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
 - ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

- ### DEMOLITION NOTES
- REMOVE EXISTING FLAT METAL ROOFING SYSTEM.
 - REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
 - REMOVE EXISTING ROOF DRAINS & SUMP.

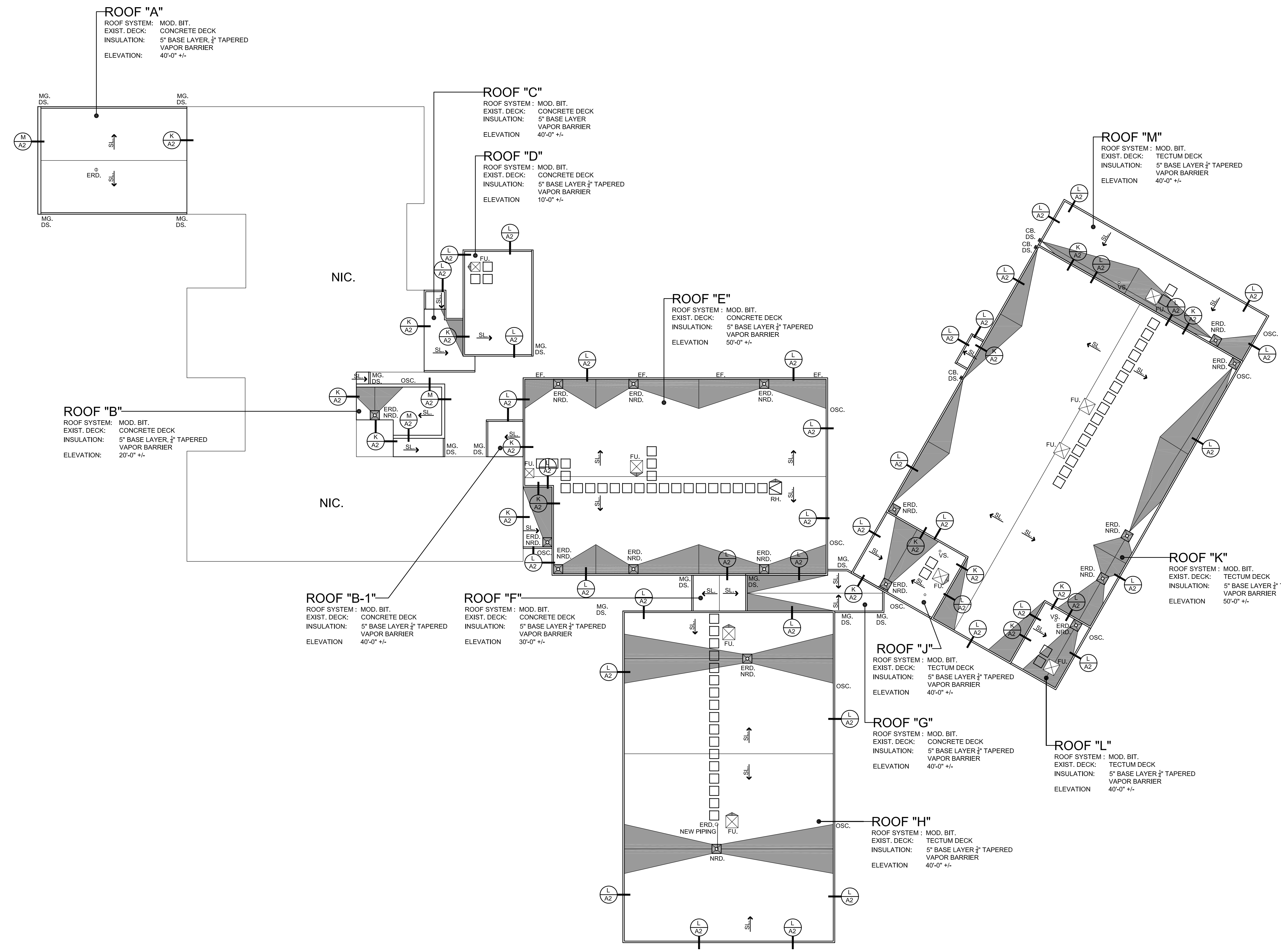
- ### CONSTRUCTION NOTES
- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
 - WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE w/OWNER & ARCHITECT.
 - NEW METAL DOWNSPOUT. PLACE NEW CONCRETE SPLASH BLOCK AT WATER DISCHARGE. SEE PROJECT MANUAL.
 - EXISTING ELECTRICAL FIXTURE TO BE TEMPORARILY REMOVED TO ALLOW VERTICAL FLASHING TO BE INSTALLED & REINSTALLED IN EXISTING LOCATION.

ROOF AREAS		ROOF ASSEMBLY	
ROOF "A"	1,697 SF.	ROOF "G"	548 SF.
ROOF "B"	555 SF.	ROOF "H"	7,438 SF.
ROOF "B-1"	144 SF.	ROOF "J"	690 SF.
ROOF "C"	398 SF.	ROOF "K"	6,072 SF.
ROOF "D"	788 SF.	ROOF "L"	400 SF.
ROOF "E"	6,283 SF.	ROOF "M"	1,303 SF.
ROOF "F"	200 SF.		
		R-VALUE TOTAL	34.24

TOTAL ROOF AREAS: 28,424 SF.
THIS AREA IS APPROXIMATE - V.I.F.
IECC CODE REQUIREMENT R-VALUE MIN. R-30
CONNECTICUT ZONE 2B
CBSIC REQUIREMENT: R-30-41.0333

CODE INFORMATION
USE GROUP: B
CONSTRUCTION CLASS: 2B
RISK CATEGORY #3
ULTIMATE DESIGN WIND SPEED: 135 MPH
NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM) ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION. WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-10 FOR CORNERS. IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

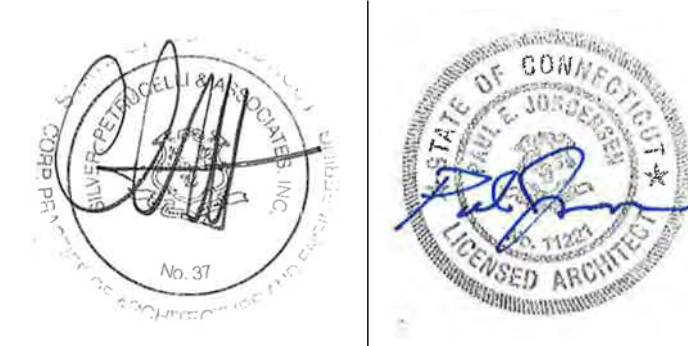


1 OVERALL ROOF PLAN
1/16"=1'-0"
NORTH
PLAN NORTH

Project Title:
PARTIAL ROOF REPLACEMENT AT:
SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVENUE
WATERBURY, CONNECTICUT 06704

SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

Revision	Description	Date	Revised By



Drawing Title:
OVERALL ROOF PLAN
STATE PROJECT 151-0308 RR

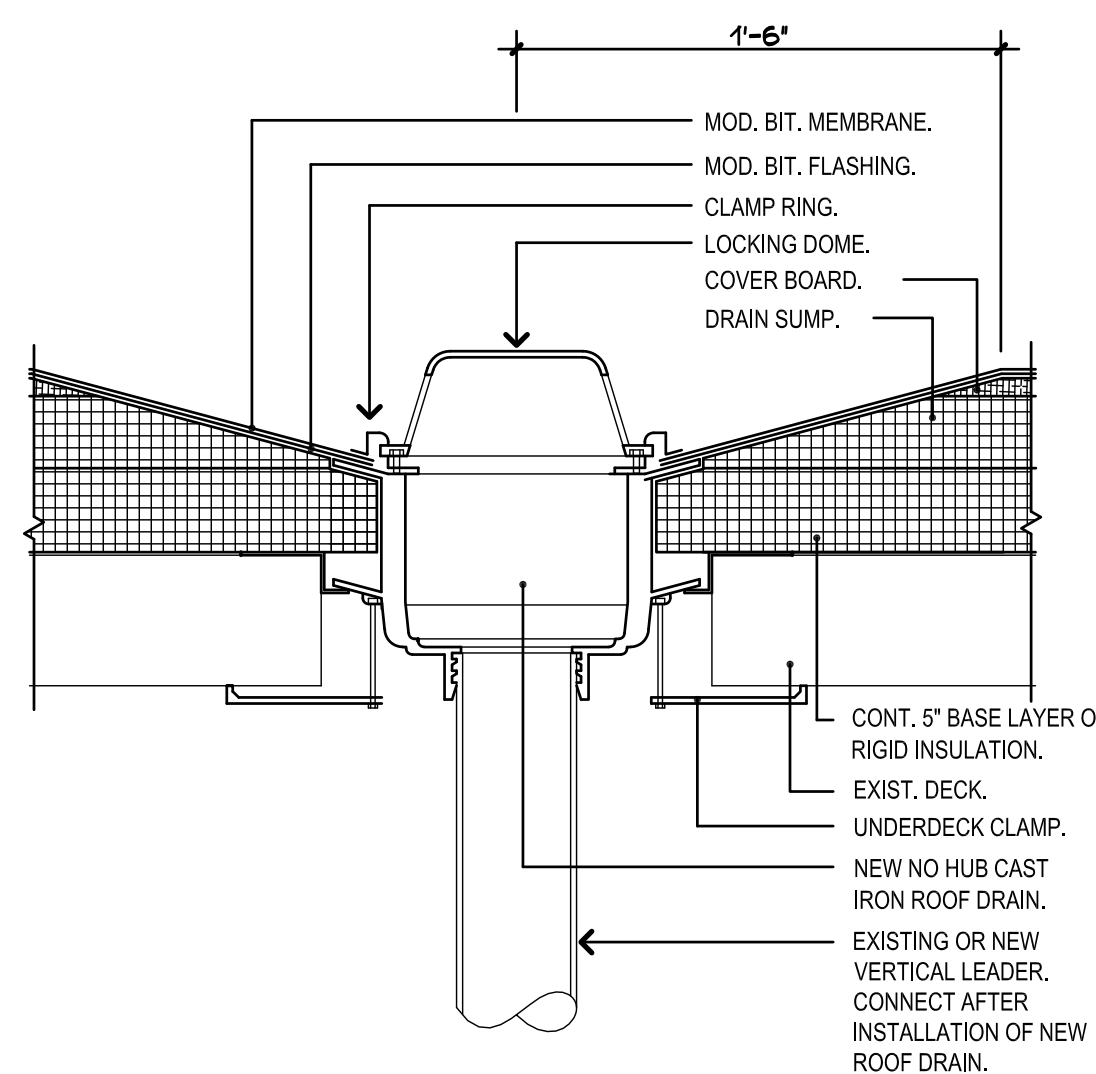
Date:
03/27/2023

Scale:
1/16"=1'-0"

Drawn By:
K. LINSLEY

Project Number:
22.059

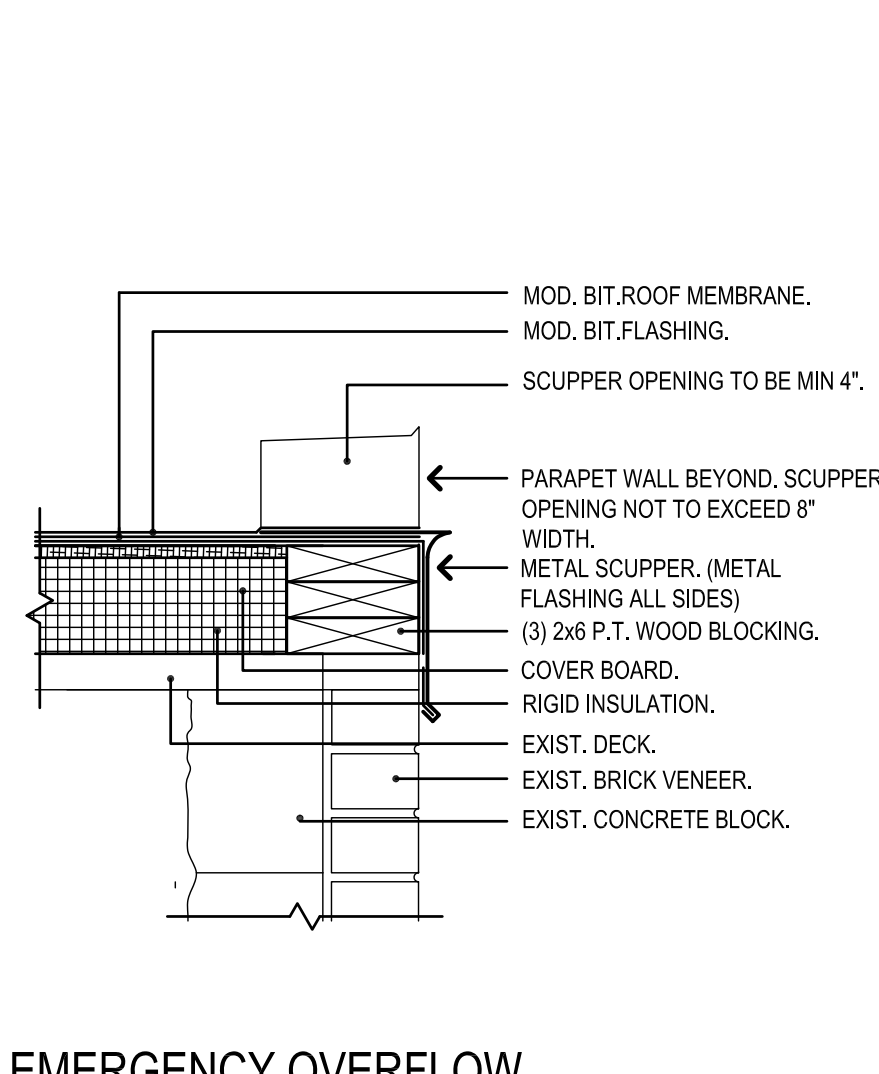
Drawing Number:
A1



ROOF DRAIN DETAIL

SCALE: 1 1/2" = 1'-0"

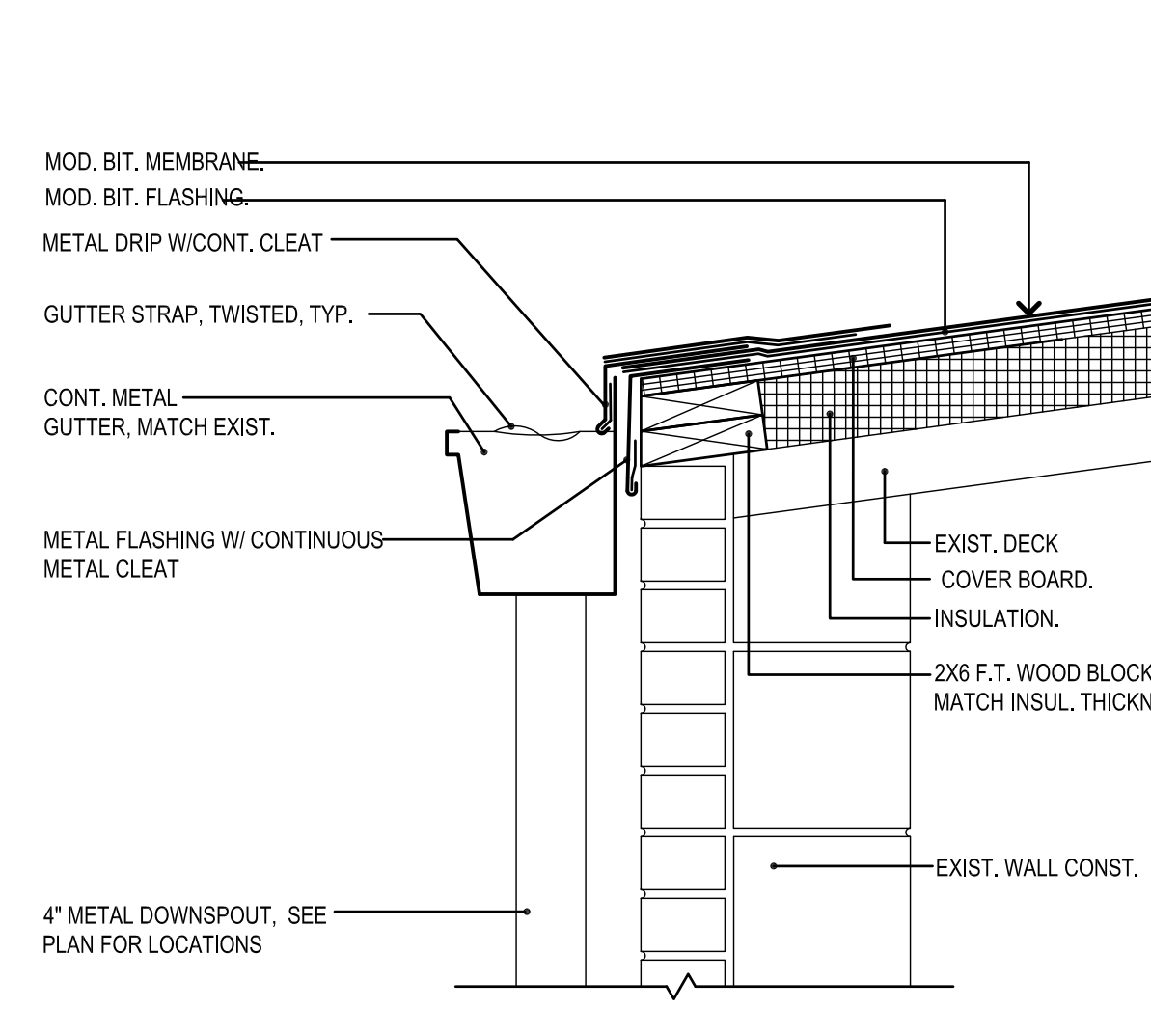
A
A2



EMERGENCY OVERFLOW SCUPPER

SCALE: 1 1/2" = 1'-0"

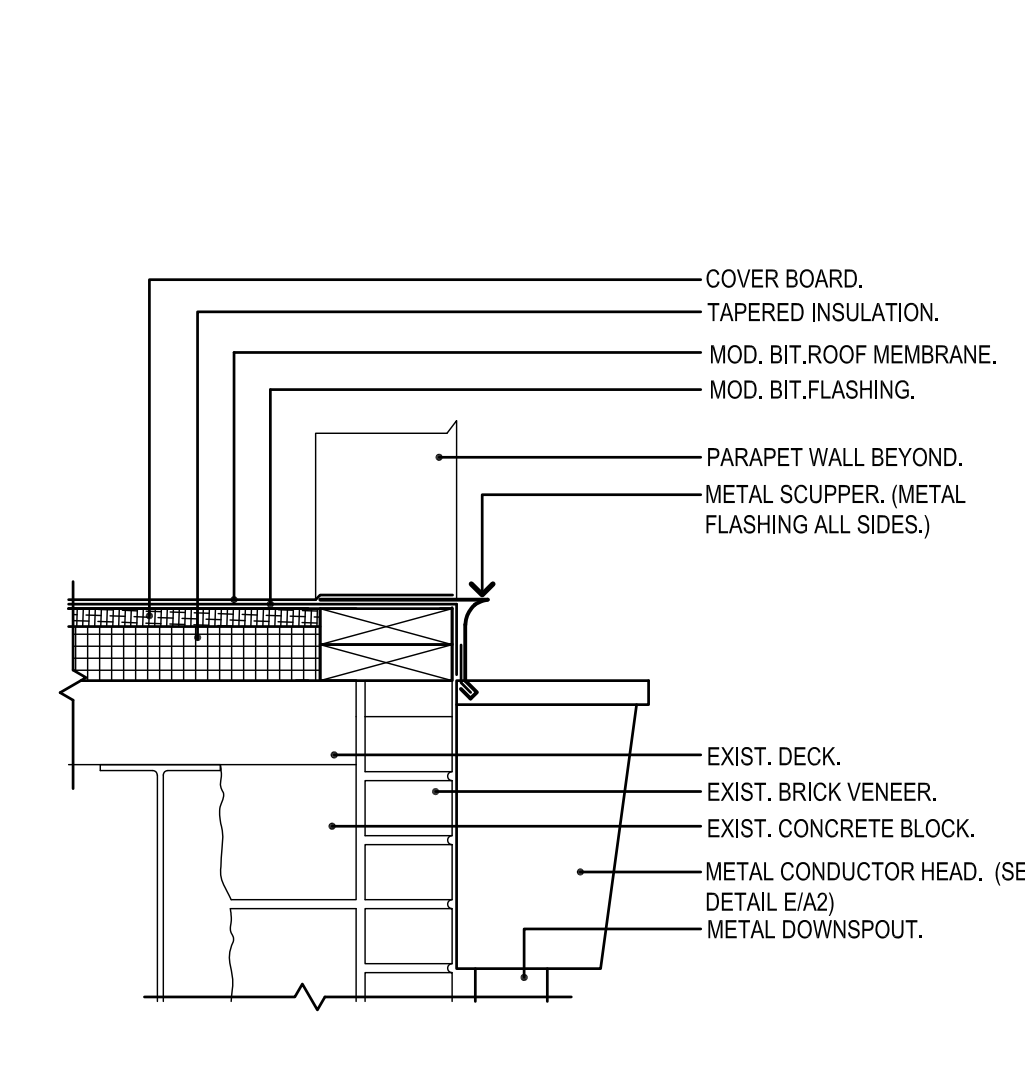
B
A2



GUTTER DETAIL

SCALE: 1 1/2" = 1'-0"

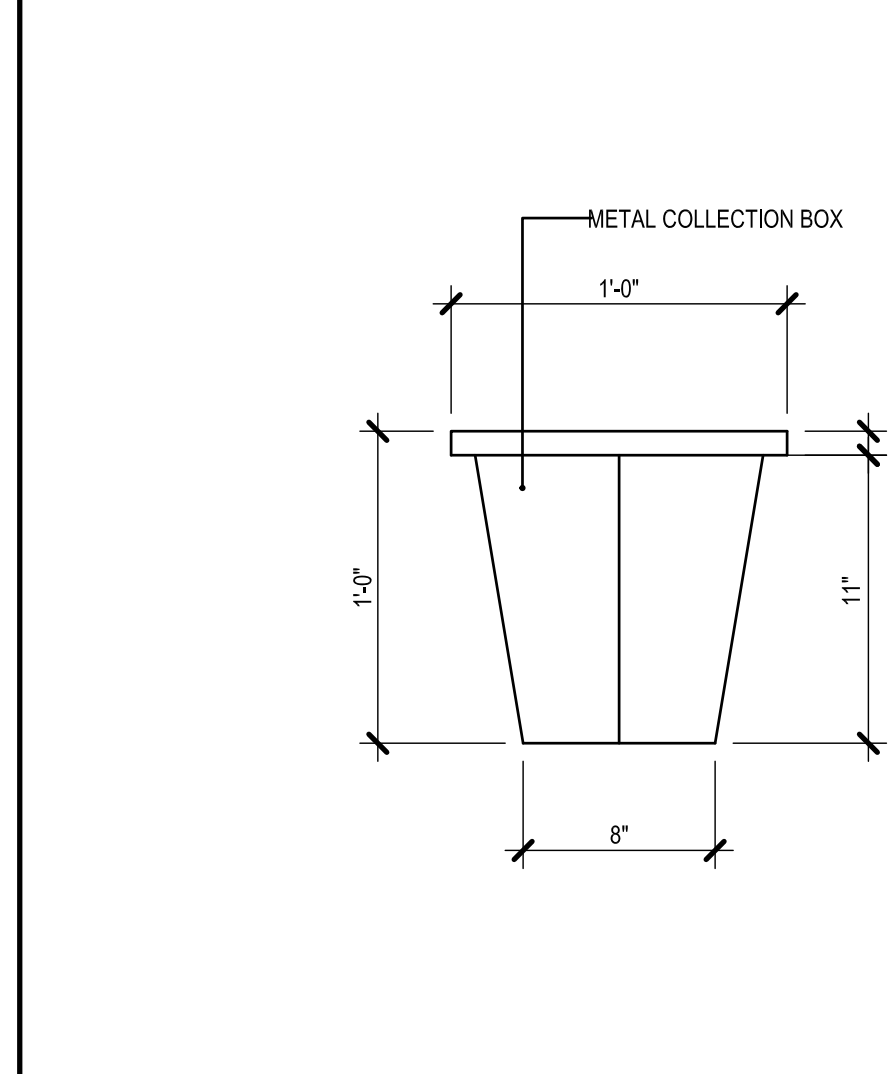
C
A2



COLLECTION BOX DETAIL

SCALE: 1 1/2" = 1'-0"

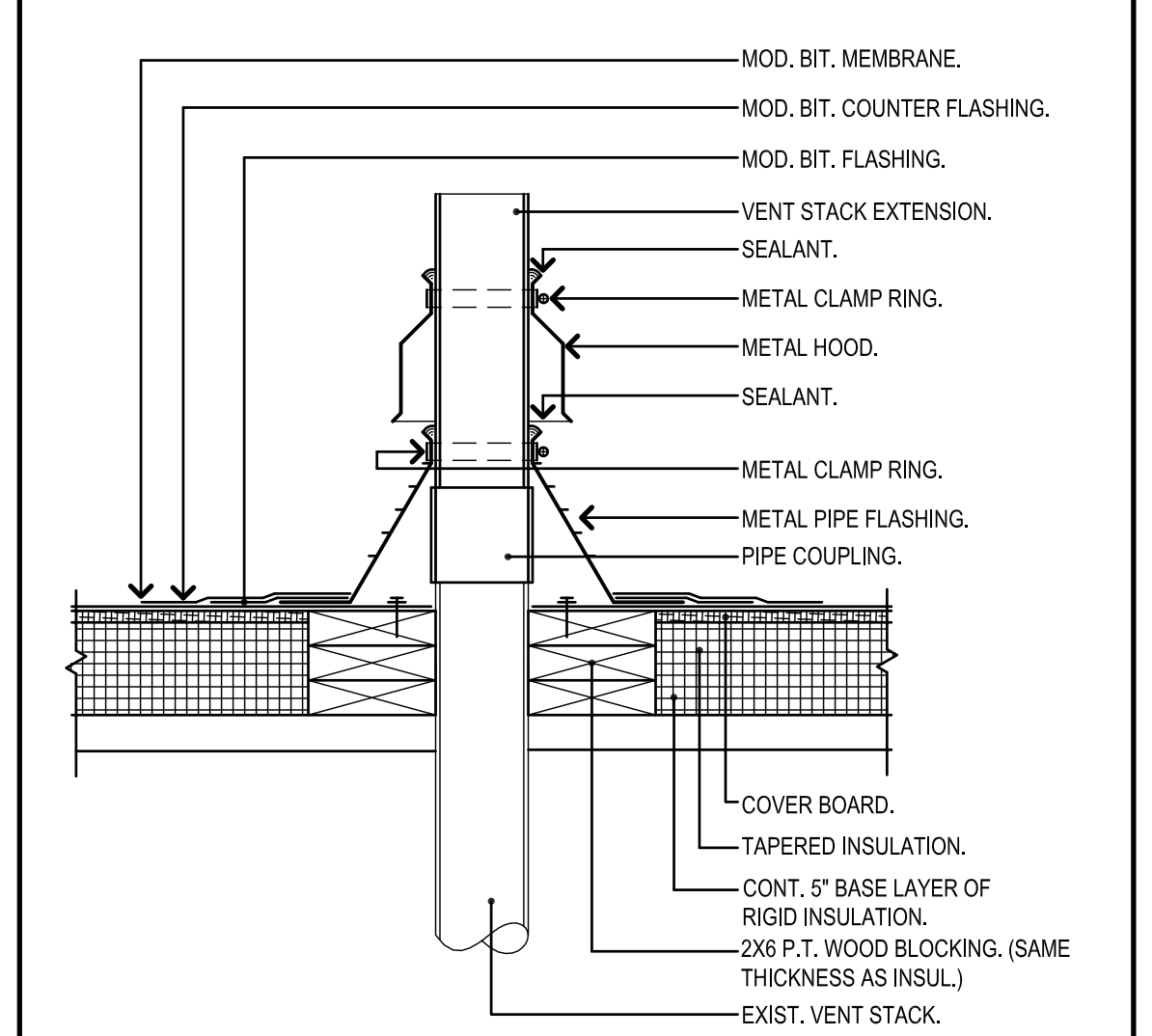
D
A2



CONDUCTOR HEAD DETAIL

SCALE: 1 1/2" = 1'-0"

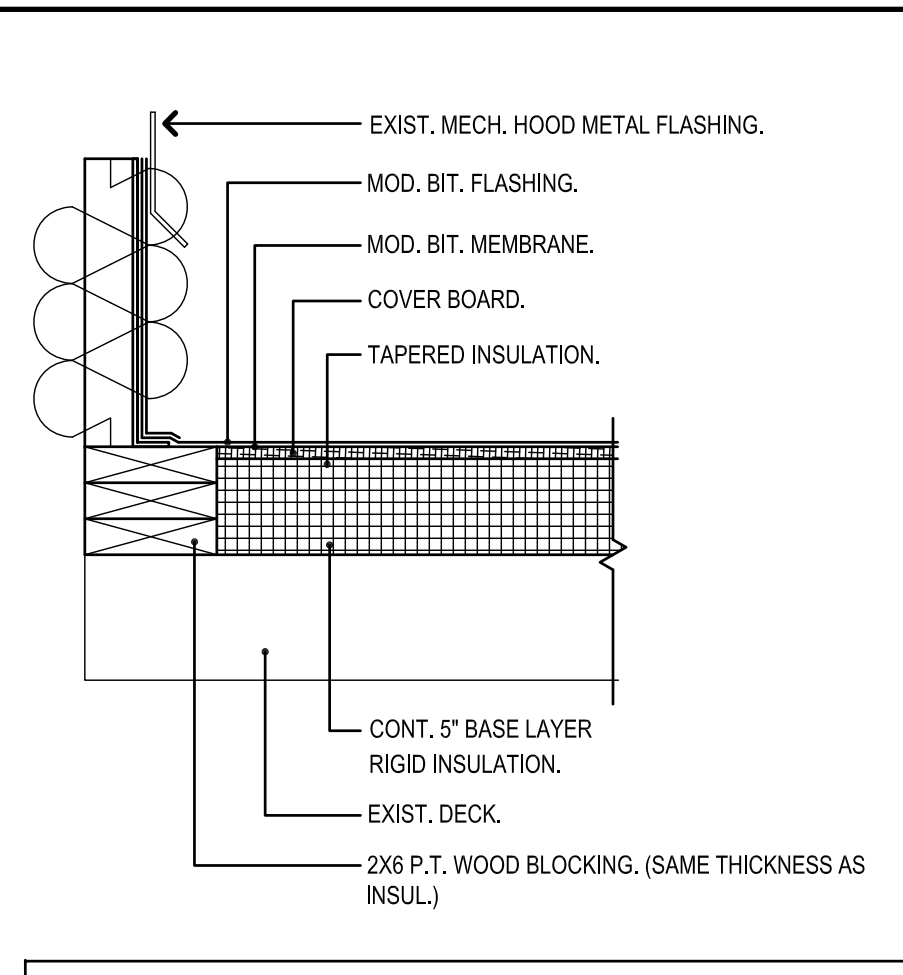
E
A2



VENT STACK DETAIL

SCALE: 1 1/2" = 1'-0"

F
A2

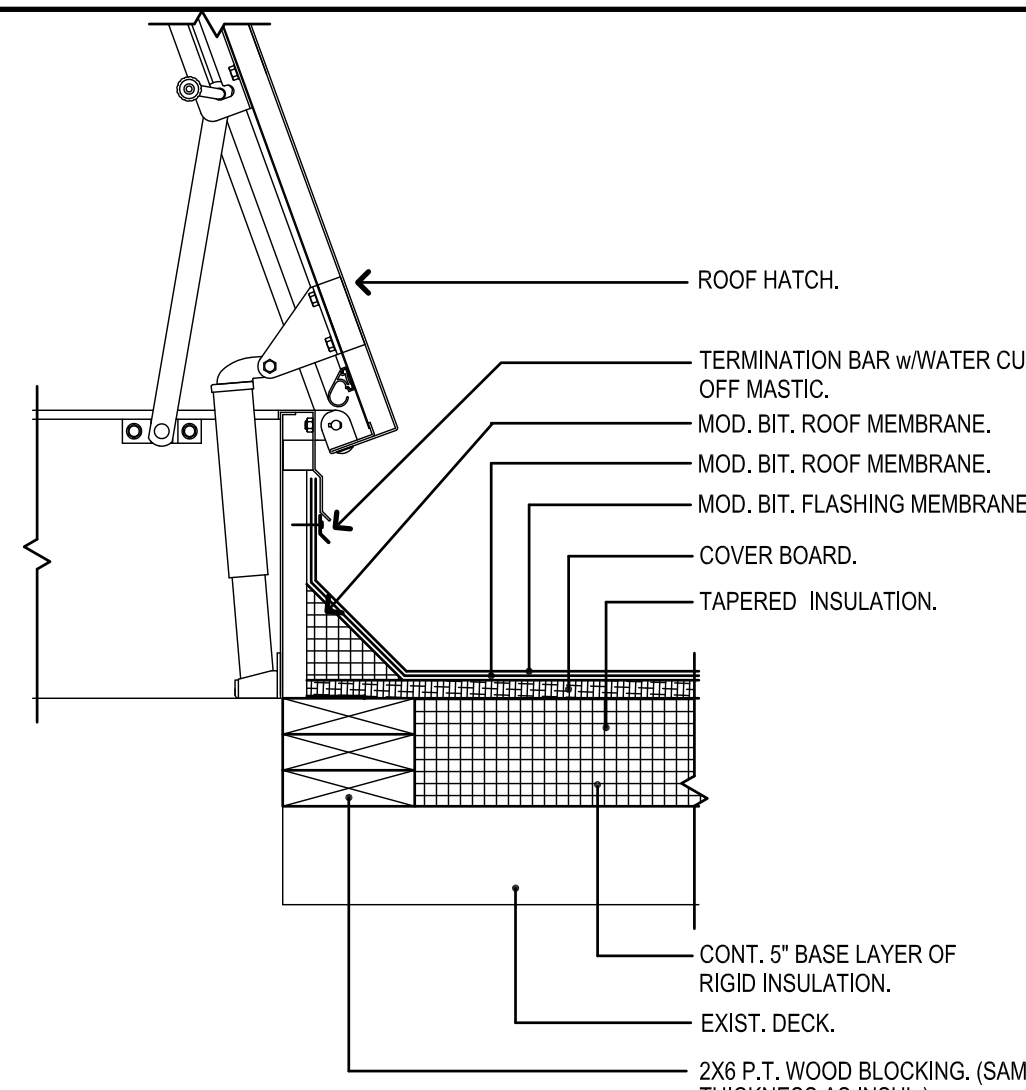


NOTE: EXIST. MECHANICAL UNIT TO BE REMOVED & REINSTALLED AS REQUIRED FOR NEW CURB & ROOFING OPERATIONS. EXTEND ALL ELECTRICAL WIRING & DUCTWORK AS REQUIRED.

ROOF EXHAUST FAN DETAIL

SCALE: 1 1/2" = 1'-0"

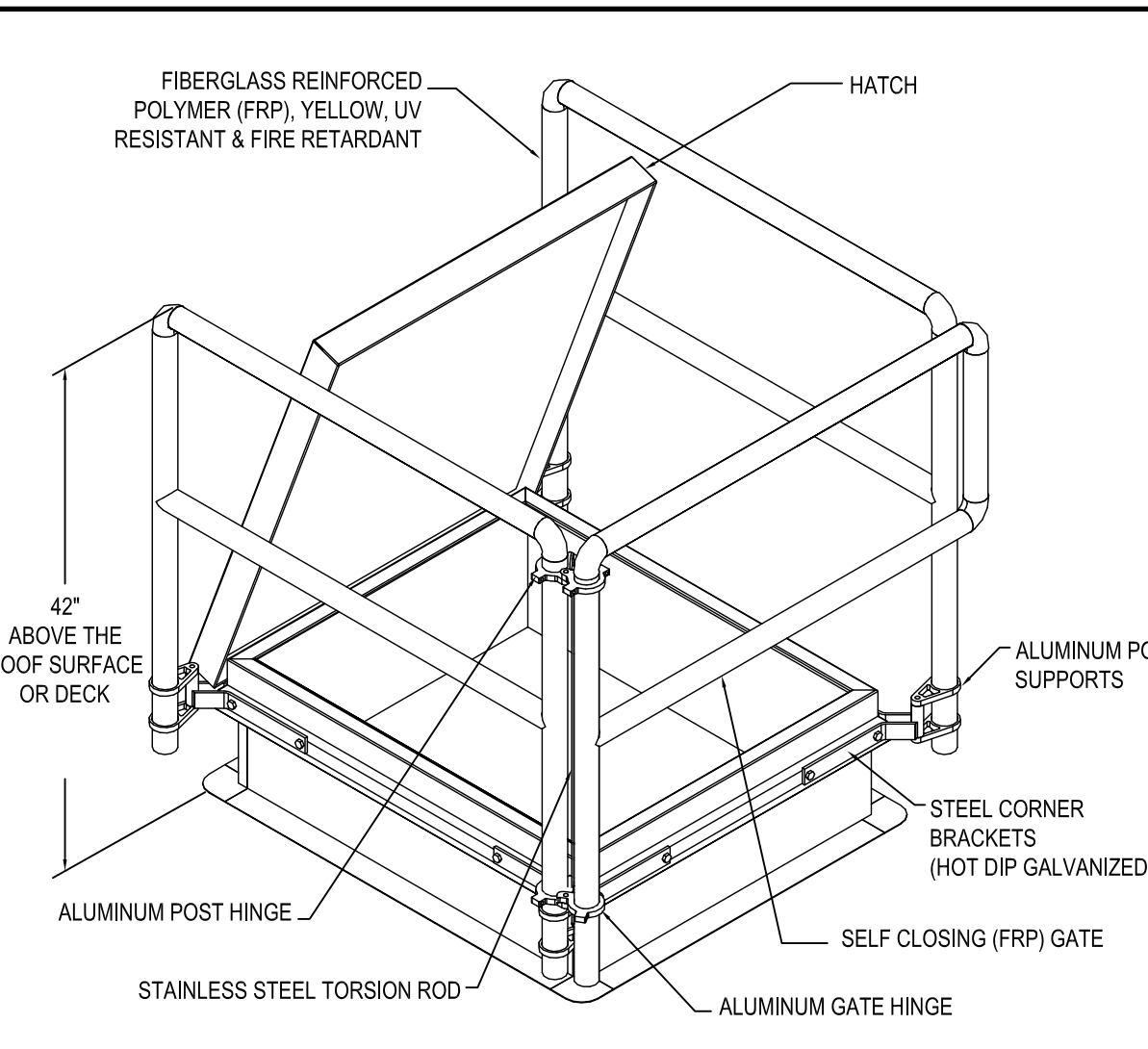
G
A2



ROOF HATCH DETAIL

SCALE: 1 1/2" = 1'-0"

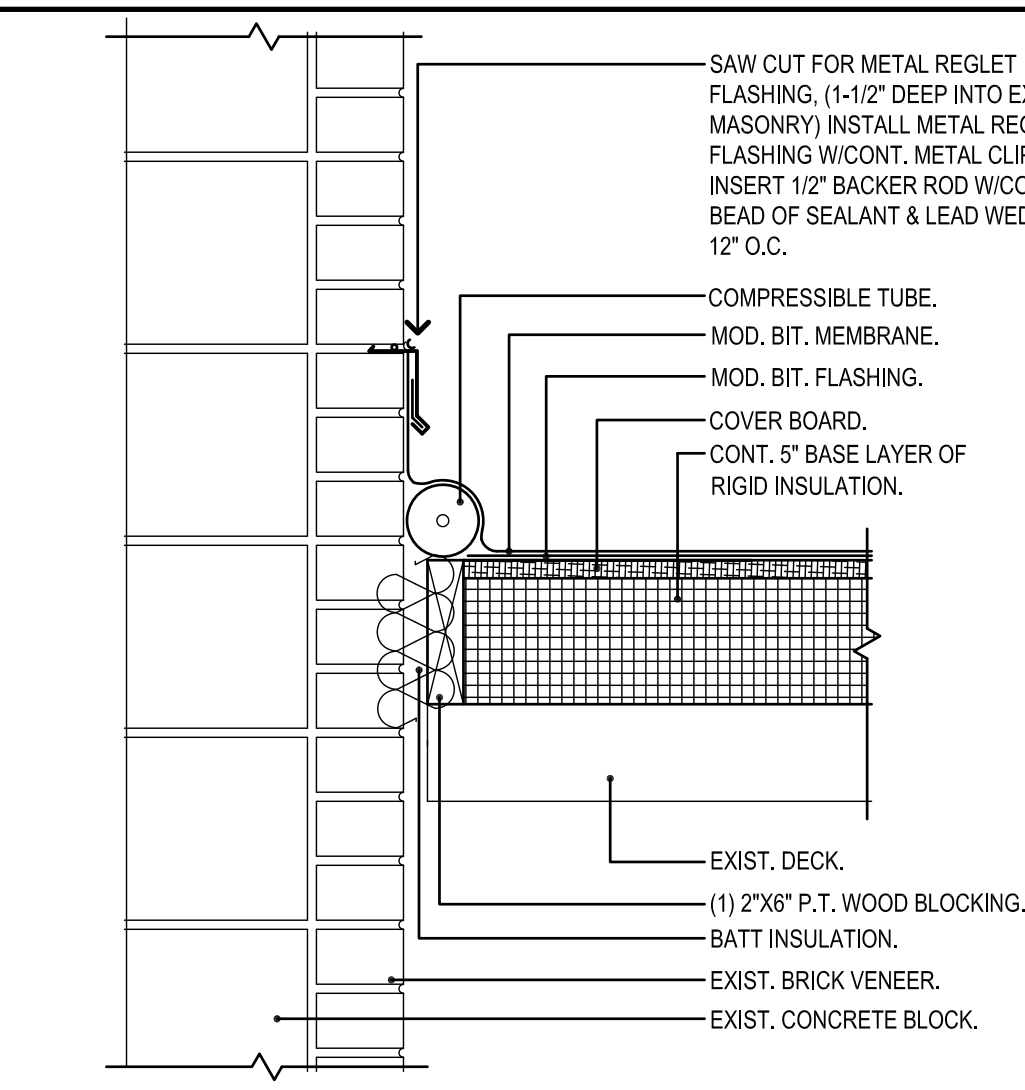
H
A2



ROOF HATCH SAFETY DETAIL

SCALE: 1 1/2" = 1'-0"

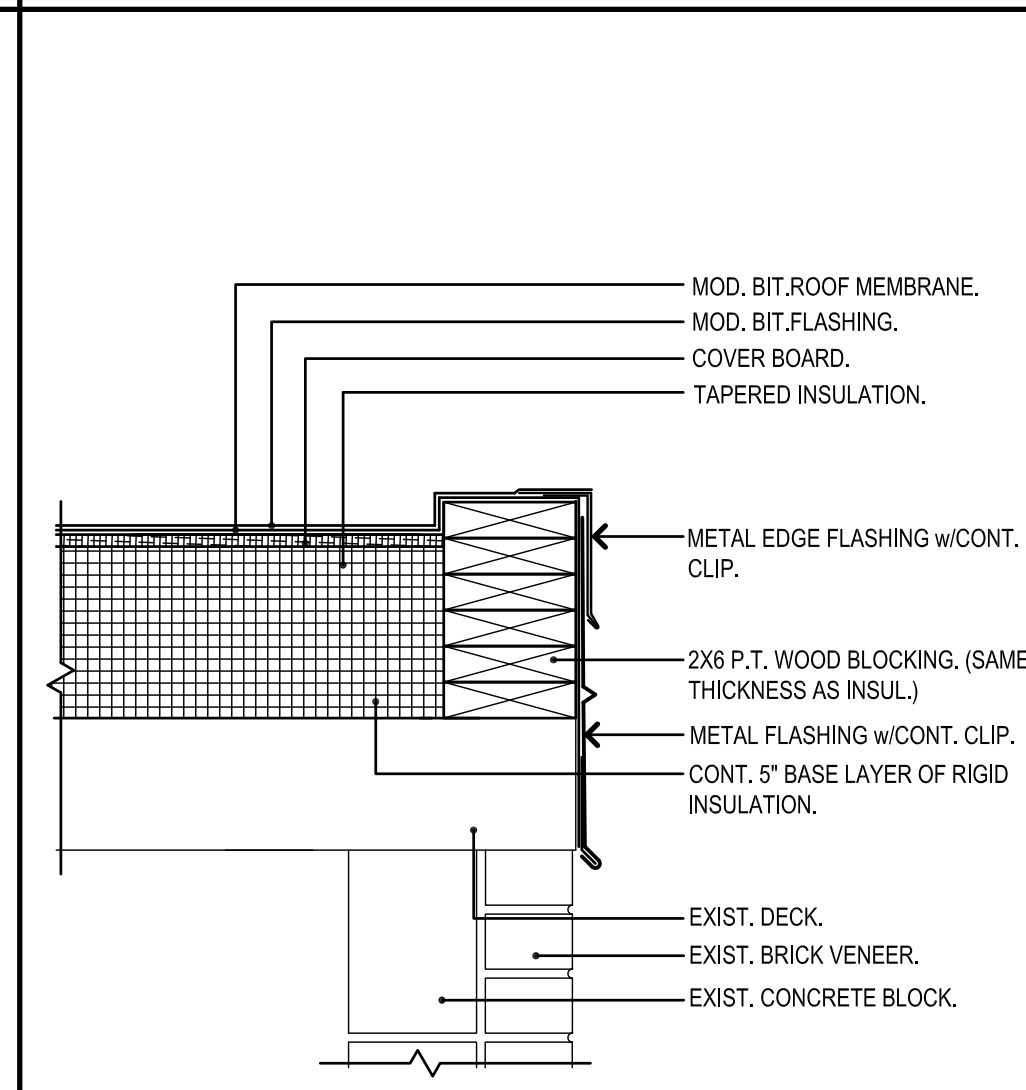
J
A2



REGLET DETAIL

SCALE: 1 1/2" = 1'-0"

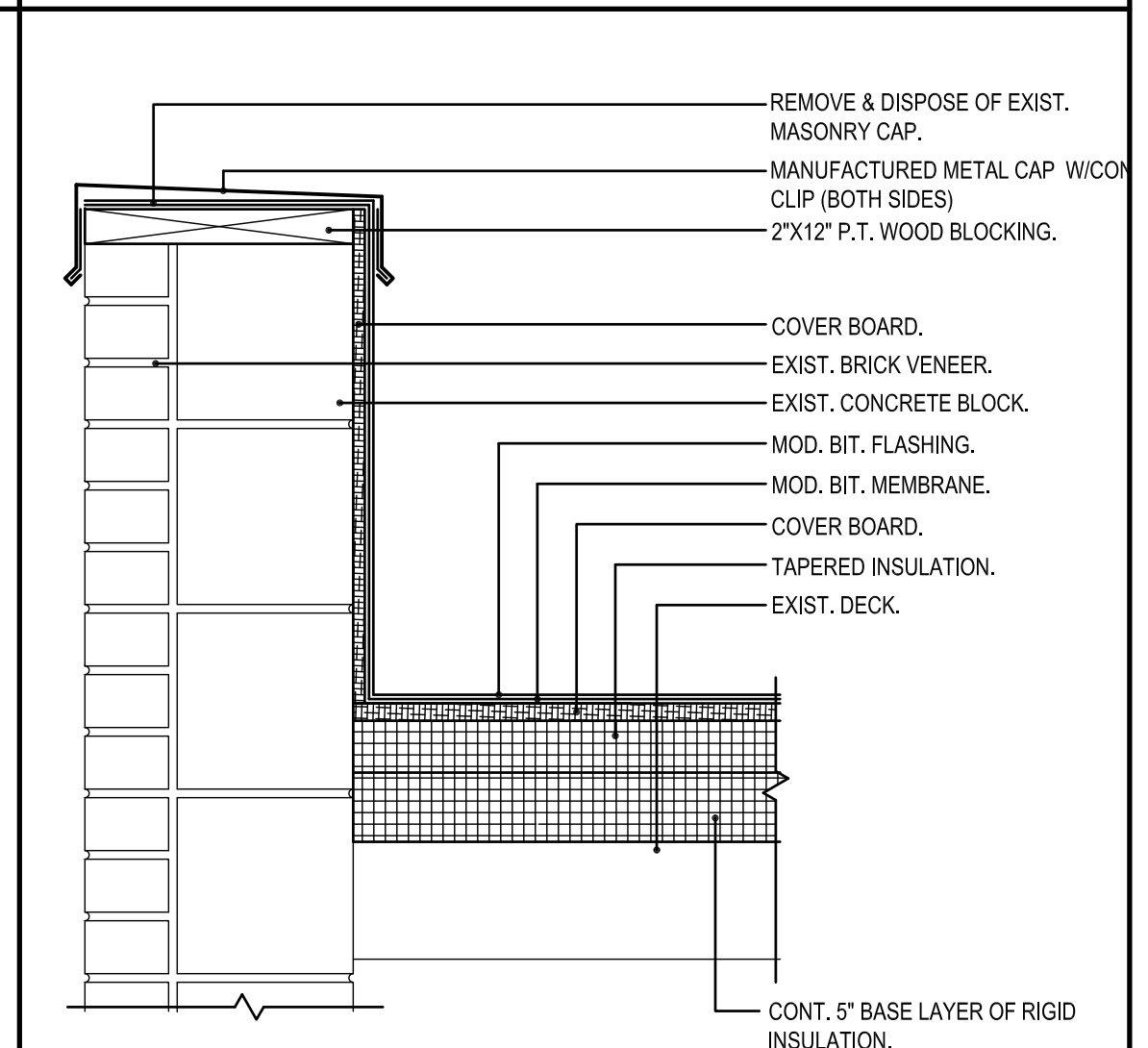
K
A2



EDGE DETAIL

SCALE: 1 1/2" = 1'-0"

L
A2



PARAPET WALL DETAIL

SCALE: 1 1/2" = 1'-0"

M
A2

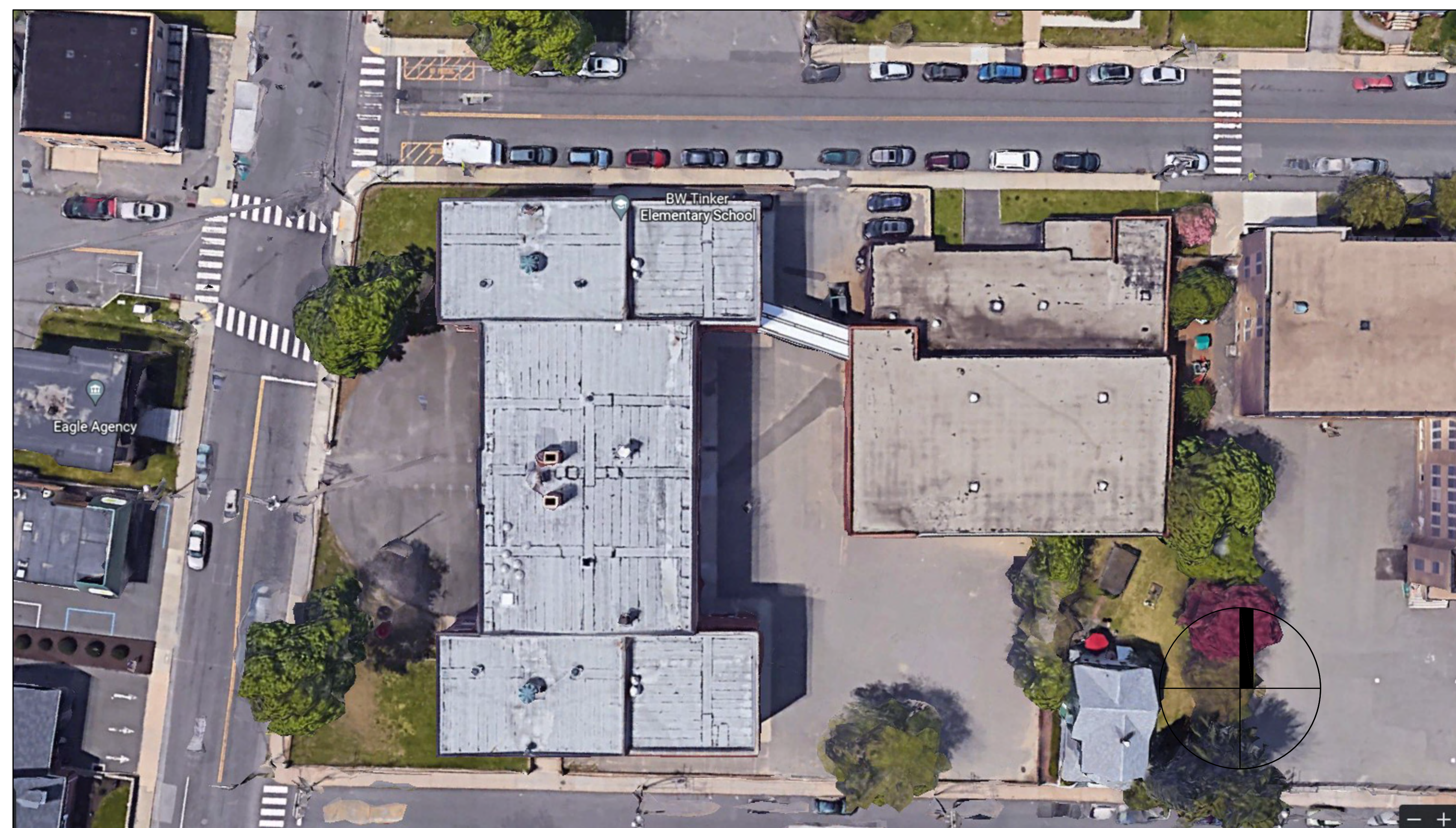
PROJECT NAME: _____

ROOF REPLACEMENT AT:

B.W. TINKER ELEMENTARY SCHOOL

809 HIGHLAND AVENUE
WATERBURY, CONNECTICUT 06708

PROJECT LOCATION: _____



DRAWING LIST

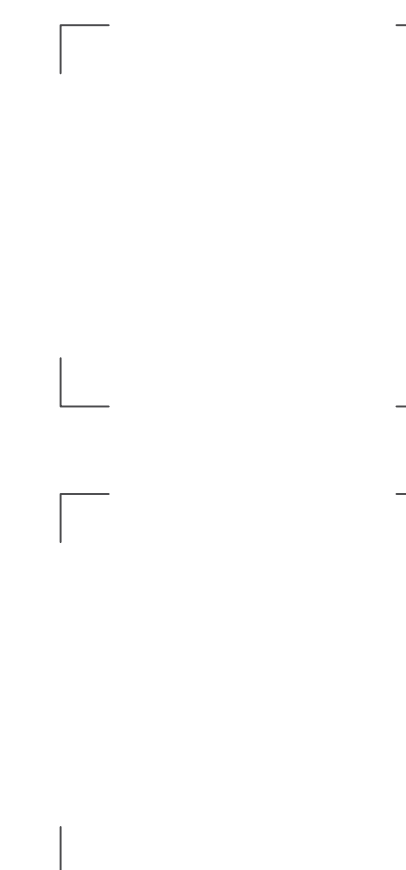
COVER SHEET

ARCHITECTURAL:

- C1 CODE INFORMATION
- A1 OVERALL ROOF PLAN
- A2 ROOF DETAILS

ARCHITECT

SILVER PETRUCELLI & ASSOC.
3190 WHITNEY AVENUE, HAMDEN CT 06518
311 STATE STREET NEW LONDON, CT 06320
PHONE 203 230 9007 silverpetrucelli.com



SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
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BUILDING INSPECTOR
OFFICIALS:

FIRE MARSHAL

SANITARIAN/ HEALTH INSPECTOR

ADA/504 COORDINATOR

CONSTRUCTION DOCUMENT SUBMISSION 03/28/2023



STATE PROJECT 151-0309 RR

CODE INFORMATION

DATE OF ORIGINAL CONSTRUCTION
 DATE OF ADDITION

1. GROUP CLASSIFICATION (CHAPTER 3)
 (PRIMARY)
 (INCIDENTAL)

2. CONSTRUCTION TYPE (CHAPTER 6)
 MINIMUM TYPE REQUIRED
 ACTUAL TYPE PROVIDED (EXISTING)
 (NEW)

3. BUILDING HEIGHT (CHAPTER 5)
 ALLOWABLE HEIGHT (STORY/FEET)
 ACTUAL HEIGHT (STORY/FEET)
 (STORIES ABOVE GRADE)

4. BUILDING AREA (CHAPTER 5)
 A) BUILDING AREA (FIRST)
 EXISTING CONSTRUCTION sq.ft.
 NEW CONSTRUCTION sq.ft.
 TOTAL FLOOR sq.ft.
 B) BUILDING AREA (SECOND)
 EXISTING CONSTRUCTION sq.ft.
 NEW CONSTRUCTION sq.ft.
 TOTAL FLOOR sq.ft.
 TOTAL (ALL FLOORS) sq.ft.

5. AREA MODIFICATIONS TO TABLE 503 (FOR EACH SEPARATE BUILDING AS DEFINED BY FIRE WALLS AND/OR EXTERIOR WALLS)

6. CASE 1 - SINGLE OCCUPANCY OR NONSEPARATED USES (302.3.1) (ALLOWABLE AREA 506.4)

7. CASE 2 - MIXED OCCUPANCY SEPARATED USES (302.3.2) (ALLOWABLE AREA 506.4)

8. FIRE-RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS (TABLE 601, SEE CODE PLANS FOR SPECIFIC DESIGNATIONS)

1. STRUCTURAL FRAME, INCLUDING COLUMNS, GIRDERS, TRUSSES	<input type="text" value="0"/>	Hr(s)
2. BEARING WALLS: EXTERIOR (TABLE 602)	<input type="text" value="0/1"/>	Hr(s)
INTERIOR	<input type="text" value="0"/>	Hr(s)
3. NONBEARING WALLS & PARTITIONS EXTERIOR (TABLE 602)	<input type="text" value="0/1"/>	Hr(s)
4. NONBEARING WALLS & PARTITIONS INTERIOR	<input type="text" value="0"/>	Hr(s)
5. FLOOR CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	<input type="text" value="0"/>	Hr(s)
6. ROOF CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	<input type="text" value="0"/>	Hr(s)

9. OCCUPANCY LOAD
 DESIGN TOTAL FOR BASEMENT
 TOTAL EXIT CAPACITY FOR BASEMENT
 DESIGN TOTAL FOR FIRST FLOOR
 TOTAL EXIT CAPACITY FOR FIRST FLOOR
 DESIGN TOTAL FOR BUILDING
 TOTAL EXIT CAPACITY FOR BUILDING

10. MODIFICATIONS

	<input type="checkbox"/> APPROVED	<input type="checkbox"/> NOT APPROVED
	<input type="checkbox"/> APPROVED	<input type="checkbox"/> NOT APPROVED
	<input type="checkbox"/> APPROVED	<input type="checkbox"/> NOT APPROVED

11. ACCESSIBLE BUILDING DESIGNATED
 NON DESIGNATED

12. MINIMUM PLUMBING FIXTURE COUNT (I.P.C. CHAPTER 4) FOR EACH TYPE OF OCCUPANCY PER ENTIRE FACILITY

GROUP "A3" OCCUPANCY (DESIGN LOAD = NA)		
	REQUIRED	PROVIDED
W/C MALE	NA	NA
W/C FEMALE	NA	NA
LAVS	NA	NA
D/F	NA	NA
W/C UNISEX	NA	NA
LAVS UNISEX	NA	NA

GROUP "E" OCCUPANCY (DESIGN LOAD = NA)		
	REQUIRED	PROVIDED
W/C	NA	NA
LAVS	NA	NA
D/F	NA	NA

(TOTAL DESIGN LOAD FOR ENTIRE FACILITY = NA)

13. ENTIRE BUILDINGS SPRINKLERED YES NO

14. THRESHOLD BUILDING CONDITIONS YES NO

15. CODES TO WHICH THIS PROJECT WAS DESIGNED

State Building Code	<input type="text" value="2021 IBC CTSBC/2022 AMEND."/>
State Mechanical Code	<input type="text" value="2017 ICC"/>
State Plumbing Code	<input type="text" value="2015 IPC"/>
State Energy Conservation Code	<input type="text" value="2015 IECC"/>
State Electrical Code	<input type="text" value="2020 NFPA 70"/>
State Health Code	<input type="text" value="MOST CURRENT"/>
OSHA	<input type="text" value="MOST CURRENT"/>
Section 504	<input type="text" value="CURRENT"/>
ADA	<input type="text" value="MOST CURRENT"/>
ANSI 117.1	<input type="text" value="MOST CURRENT"/>

16. BUILDING AREAS FOR GRANT CALCULATION (ENTIRE FACILITY) (MEASURED TO INSIDE FACE OF EXTERIOR WALLS)

EXISTING UNRENOVATED CONSTRUCTION	<input type="text" value="0"/>	SQ.FT.
EXISTING RENOVATED CONSTRUCTION	<input type="text" value="0"/>	SQ.FT.
EXISTING BEING DEMOLISHED	<input type="text" value="0"/>	SQ.FT.
TOTAL EXISTING CONSTRUCTION	<input type="text" value="29,500"/>	SQ.FT.
TOTAL NEW CONSTRUCTION	<input type="text" value="0"/>	SQ.FT.
TOTAL FACILITY	<input type="text" value="29,500"/>	SQ.FT.

OPEN AREAS (NOT INCLUDED IN TOTAL FACILITY)

NA SQ.FT.

17. TOTAL CONSTRUCTED BUILDING AREA (OUTSIDE FACE OF EXTERIOR WALLS INCLUDING OPEN AREAS ABOVE) SQ.FT.

FIRE SAFETY CODE DATA: EDUCATIONAL/ASSEMBLY

- CLASSIFICATION OF OCCUPANCY
- MINIMUM CONSTRUCTION REQUIRED
- ACTUAL CONSTRUCTION PROVIDED
- NOTIFICATION /ALARMS YES NO (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)
- DETECTION YES NO (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002)
- EXTINGUISHMENT REQUIREMENTS YES NO (NFPA 13, 2002)

MEANS OF EGRESS

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT IBC TABLE 1004.1.2

USE	FLOOR AREA IN S.F. PER OCCUPANT
1. CLASSROOMS	<input type="text" value="20 S.F. NET"/>
2. SHOPS & VOCATIONAL	<input type="text" value="50 S.F. NET"/>
3. ASSEMBLY WITHOUT FIXED SEATS	<input type="text" value="7 S.F. NET"/>
TABLES AND CHAIRS	<input type="text" value="15 S.F. NET"/>
4. PLATFORMS	<input type="text" value="15 S.F. NET"/>
5. LIBRARY READING ROOMS	<input type="text" value="50 S.F. NET"/>
STACK AREA	<input type="text" value="100 S.F. GROSS"/>
6. LOCKER ROOMS	<input type="text" value="50 S.F. GROSS"/>
7. MECHANICAL AREAS	<input type="text" value="300 S.F. GROSS"/>
8. STORAGE	<input type="text" value="300 S.F. GROSS"/>
9. BUSINESS AREAS	<input type="text" value="100 S.F. GROSS"/>
10. Courtyards	<input type="text" value="15 S.F. NET"/>

MAXIMUM LENGTH OF EXIT TRAVEL
 1. I.B.C. TABLE 1015.1

SYMBOL LEGEND

- PLAN SECTION DETAIL OR ELEVATION- SHEET NUMBER
- INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/2" PER FOOT
- TAPERED INSULATION CRICKET SLOPED @ 1/2" PER FOOT
- INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.
- NOT IN CONTRACT SCOPE
- WALKWAY PADS, SEE CONSTRUCTION NOTE #2
- EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.
- NEW ROOF DRAIN TO BE INSTALLED. SEE DETAIL A/A2
- EMERGENCY OVERFLOW SCUPPER. SEE DETAIL B/A2
- HORIZONTAL DRAIN LEADER. SEE CONSTRUCTION NOTE #5
- METAL GUTTER. SEE DETAIL C/A2
- METAL COLLECTION BOX. SEE DETAIL D/A2
- METAL DOWNSPOUT. SEE CONSTRUCTION NOTE # 3
- EXISTING VENT STACK. SEE DETAIL F/A2
- EXISTING FAN UNIT. SEE DETAIL G/A2
- ROOF HATCH. SEE DETAIL H/A2
- EXISTING ANTENNA TO REMAIN.
- EXISTING GUIDE WIRE TO REMAIN.
- NEW METAL LADDER. SEE DETAIL N/A2
- ABANDONED MECH UNIT CURB. SEE DEMO NOTE #4
- EXIST. MASONRY CHIMNEY. SEE DETAIL K/A2

GENERAL NOTES

- ALL FLAT ROOFS TO RECEIVE 1/2" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
- FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
- ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
- ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
- ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
- ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8" (VERTICAL OR HORIZONTAL)
- CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
- CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
- SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELED. W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
- CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
- SLAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
- ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/4" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
- CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
- SLAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
- ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
- NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
- ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

DEMOLITION NOTES

- REMOVE EXISTING FLAT METAL ROOFING SYSTEM.
- REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
- REMOVE EXISTING ROOF DRAINS & SUMP.
- REMOVE EXISTING ABANDONED MECHANICAL UNIT CURB DOWN TO EXIST. DECK & ROOF OVER.

CONSTRUCTION NOTES

- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
- WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/ OWNER & ARCHITECT.
- NEW METAL DOWNSPOUT. PLACE NEW CONCRETE SPLASH BLOCK AT WATER DISCHARGE. SEE PROJECT MANUAL.
- EXISTING ELECTRICAL FIXTURE TO BE TEMPORARILY REMOVED & REINSTALLED TO ALLOW VERTICAL FLASHING TO BE INSTALLED & REINSTALLED IN EXISTING LOCATION.
- HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8" PER FOOT. VERTICAL LEADERS INTO EXIST. PIPING AS REQ'D. SEAL ALL PENETRATIONS THROUGH WALLS W/URE PUFTY AS REQ'D. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.

ROOF AREAS		ROOF ASSEMBLY	
ROOF "A"	2,730 SF.	ROOF "F"	310 SF.
ROOF "B"	2,016 SF.	ROOF "G"	4,270 SF.
ROOF "C"	7,586 SF.	ROOF "H"	7,533 SF.
ROOF "D"	2,730 SF.	ROOF "J"	309 SF.
ROOF "E"	2,016 SF.		
TOTAL ROOF AREAS: 29,500 SF.		R-VALUE TOTAL 34.24	

THIS AREA IS APPROXIMATE. V.I.F. IECC CODE REQUIREMENT R-VALUE MIN. R-30 CONNECTICUT ZONE 2B CBSC REQUIREMENT - R-30 -U.0333

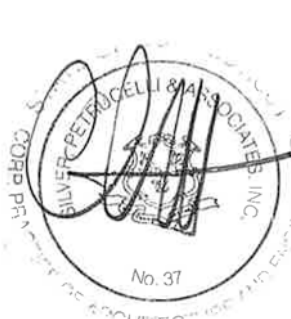
CODE INFORMATION

USE GROUP: B
 CONSTRUCTION CLASS: 2B
 RISK CATEGORY #3
 ULTIMATE DESIGN WIND SPEED: 135 MPH
 NOMINAL DESIGN WIND SPEED: 105 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF 140 FOR FIELD, 175 FOR PERIMETER AND 141 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.



Revision:	Description:	Date:	Revised By:



SYMBOL LEGEND	
	PLAN SECTION DETAIL OR ELEVATION- SHEET NUMBER
	INDICATES SLOPE DIRECTION OF TAPERED INSULATION AT 1/2" PER FOOT
	TAPERED INSULATION CRICKET SLOPED @ 1/2" PER FOOT
	INDICATES SLOPE DIRECTION & INDICATES EXISTING ROOF PITCH.
	NOT IN CONTRACT SCOPE
	WALKWAY PADS. SEE CONSTRUCTION NOTE #2
	EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTES.
	NEW ROOF DRAIN TO BE INSTALLED. SEE DETAIL A/A2
	EMERGENCY OVERFLOW SCUPPER. SEE DETAIL B/A2
	HORIZONTAL DRAIN LEADER. SEE CONSTRUCTION NOTE #5
	METAL GUTTER. SEE DETAIL C/A2
	METAL COLLECTION BOX. SEE DETAIL D/A2
	METAL DOWNSPOUT. SEE CONSTRUCTION NOTE #3
	EXISTING VENT STACK. SEE DETAIL F/A2
	EXISTING FAN UNIT. SEE DETAIL G/A2
	ROOF HATCH. SEE DETAIL H/A2
	EXISTING ANTENNA TO REMAIN.
	EXISTING GUIDE WIRE TO REMAIN.
	NEW METAL LADDER. SEE DETAIL N/A2
	ABANDONED MECH UNIT CURB. SEE DEMO NOTE #4
	EXIST. MASONRY CHIMNEY. SEE DETAIL K/A2

- ### GENERAL NOTES
- ALL FLAT ROOFS TO RECEIVE 1/2" PER FOOT TAPERED RIGID INSULATION MINIMUM UNLESS OTHERWISE NOTED.
 - FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
 - ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
 - ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
 - ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
 - ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8" (VERTICAL OR HORIZONTAL)
 - CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS WIA LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
 - CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
 - SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELLED, W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEDED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
 - CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
 - SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
 - ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1/2" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
 - CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & RE-INSTALLATION OF ALL HVAC UNITS INCLUDING ANY ELECTRICAL OR MECHANICAL CONNECTIONS. THIS MAY INCLUDE THE EXTENSION OF EXISTING ELECTRICAL & DUCTWORK SYSTEMS TO ACCOMMODATE NEW MECHANICAL UNIT CURBING & NEW ROOFING SYSTEM.
 - SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
 - ALL DRAIN PIPING IS INSULATED ABOVE THE CEILINGS. THE EXACT ROUTE WILL BE DETERMINED IN THE FIELD. MAKE MINOR ADJUSTMENT IN THE ROUTE AT NO ADDITIONAL COST TO OWNER.
 - NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
 - ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

- ### DEMOLITION NOTES
- REMOVE EXISTING FLAT METAL ROOFING SYSTEM.
 - REMOVE ALL PERIMETER METAL FLASHING WITHIN SCOPE OF WORK.
 - REMOVE EXISTING ROOF DRAINS & SUMP.
 - REMOVE EXISTING ABANDONED MECHANICAL UNIT CURB DOWN TO EXIST. DECK & ROOF OVER.

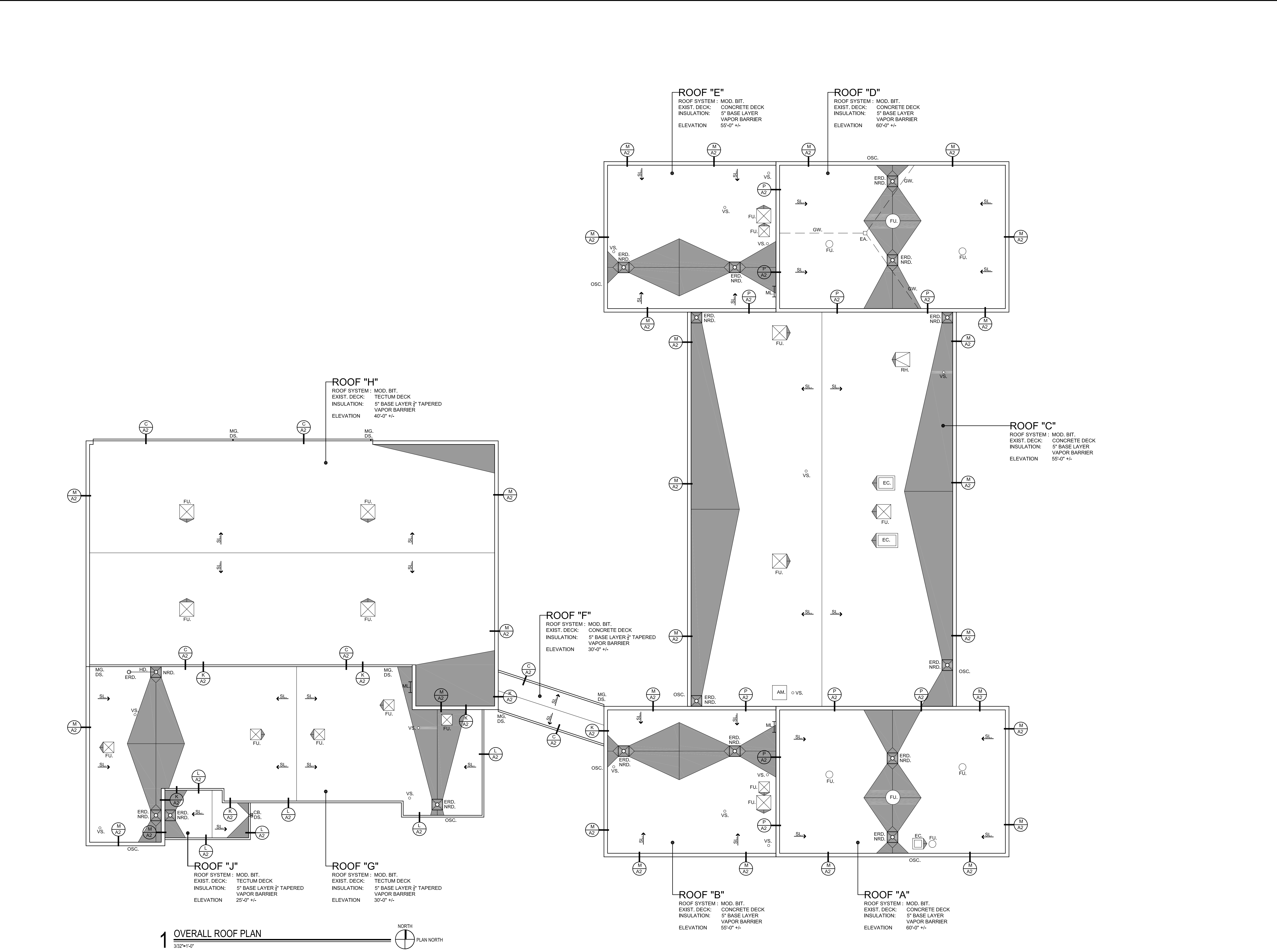
- ### CONSTRUCTION NOTES
- CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
 - WALKWAY PADS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATION. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION. COORDINATE & FINALIZE EXACT ROUTE W/ OWNER & ARCHITECT.
 - NEW METAL DOWNSPOUT. PLACE NEW CONCRETE SPLASH BLOCK AT WATER DISCHARGE. SEE PROJECT MANUAL.
 - EXISTING ELECTRICAL FIXTURE TO BE TEMPORARILY REMOVED & REINSTALLED TO ALLOW VERTICAL FLASHING TO BE INSTALLED & REINSTALLED IN EXISTING LOCATION.
 - HORIZONTAL ROOF LEADER (MATCH DIAMETER OF EXIST.) ABOVE CEILING SLOPED @ 1/8" PER FOOT MIN. THE VERTICAL LEADERS INTO EXIST. PIPING AS REQ'D. SEAL ALL PENETRATIONS THROUGH WALLS W/PUTTY AS REQ'D. BY CODE. PATCH & REPAIR ALL AREAS DAMAGED BY INSTALLATION OF NEW PIPING.

ROOF AREAS		ROOF ASSEMBLY	
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ROOF "B"	2,016 SF.	ROOF "G"	4,270 SF.
ROOF "C"	7,586 SF.	ROOF "H"	7,533 SF.
ROOF "D"	2,730 SF.	ROOF "J"	309 SF.
ROOF "E"	2,016 SF.		
TOTAL ROOF AREAS: 29,500 SF.		OUTSIDE AIR	
THIS AREA IS APPROXIMATE - V.I.F.		ROOF MEMBRANE	
IECC CODE REQUIREMENT R-VALUE MIN. R-30		COVERBOARD	
CONNECTICUT ZONE 2B		5" POLYISO INSUL.	
CBSC REQUIREMENT: R-30-U.0333		EXISTING DECK	
		INSIDE AIR	
		R-VALUE TOTAL	34.24

CODE INFORMATION

USE GROUP: B
 CONSTRUCTION CLASS: 2B
 RISK CATEGORY #3
 ULTIMATE DESIGN WIND SPEED: 135 MPH
 NOMINAL DESIGN WIND SPEED: 105 MPH

FACILITY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION. WIND UPLIFT REQUIREMENT OF 140 FOR FIELD, 175 FOR PERIMETER AND 110 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.



Project Title:
**ROOF REPLACEMENT AT:
 B.W. TINKER ELEMENTARY SCHOOL**
 809 HIGHLAND AVENUE
 WATERBURY, CONNECTICUT 06708

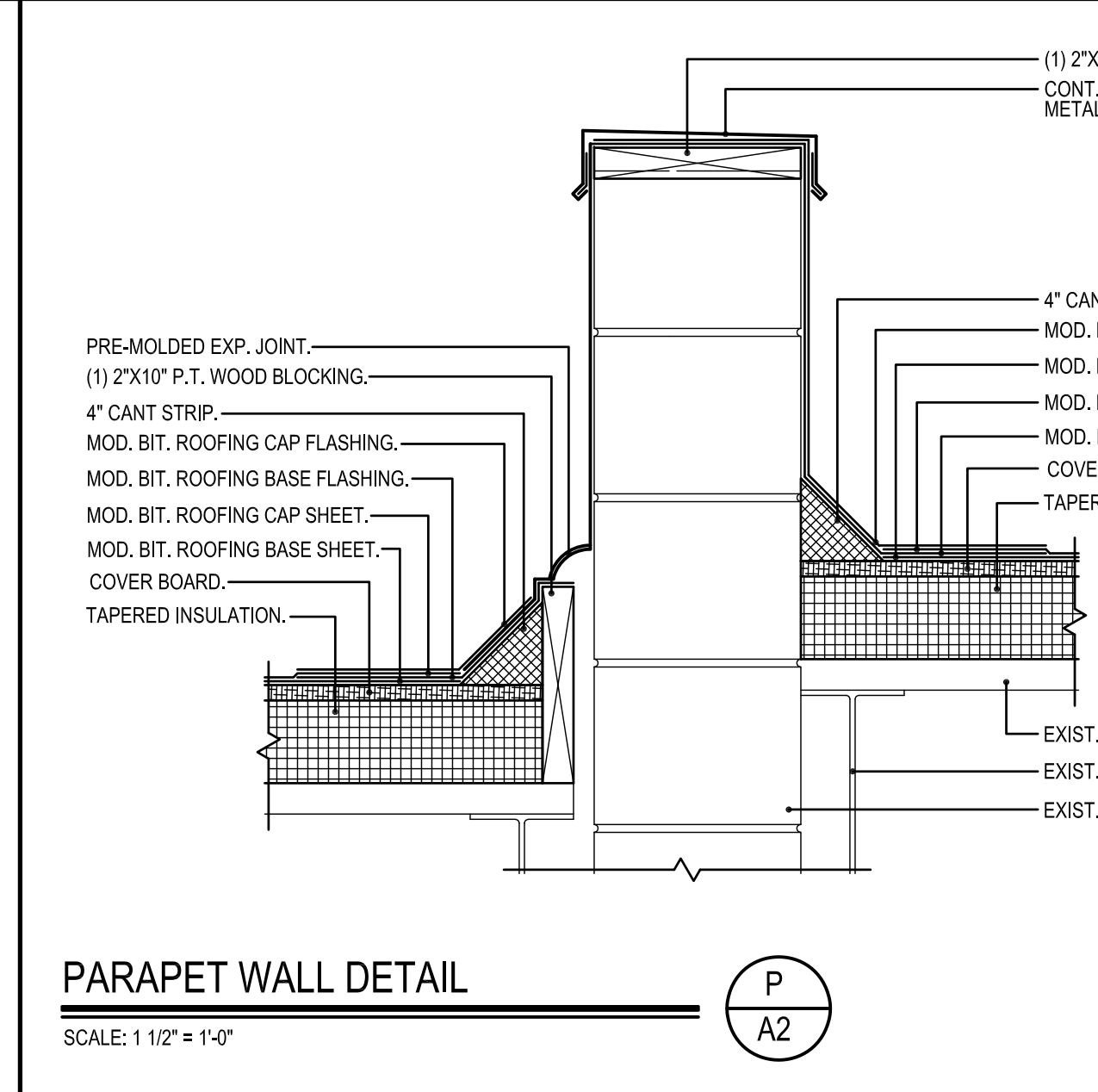
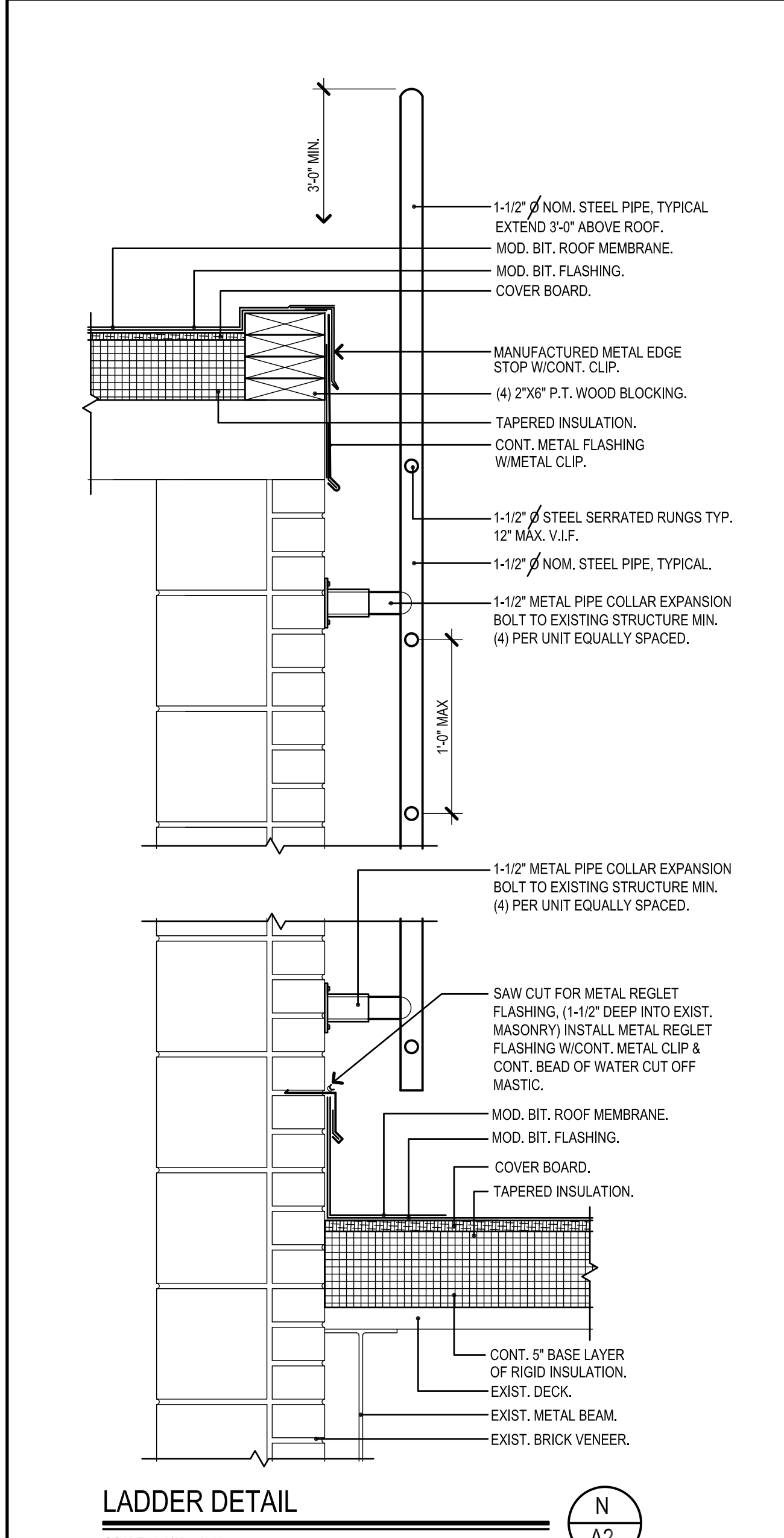
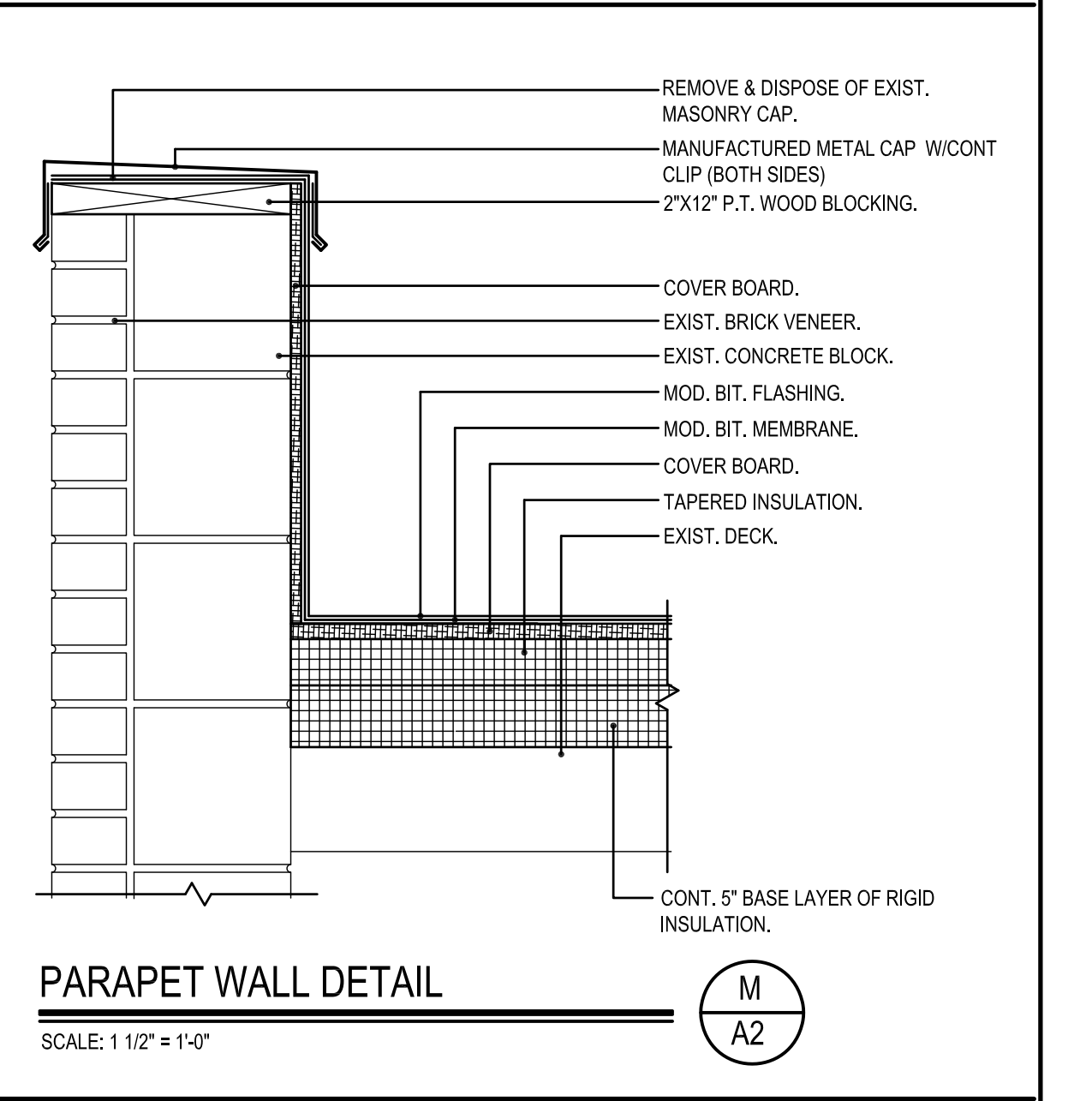
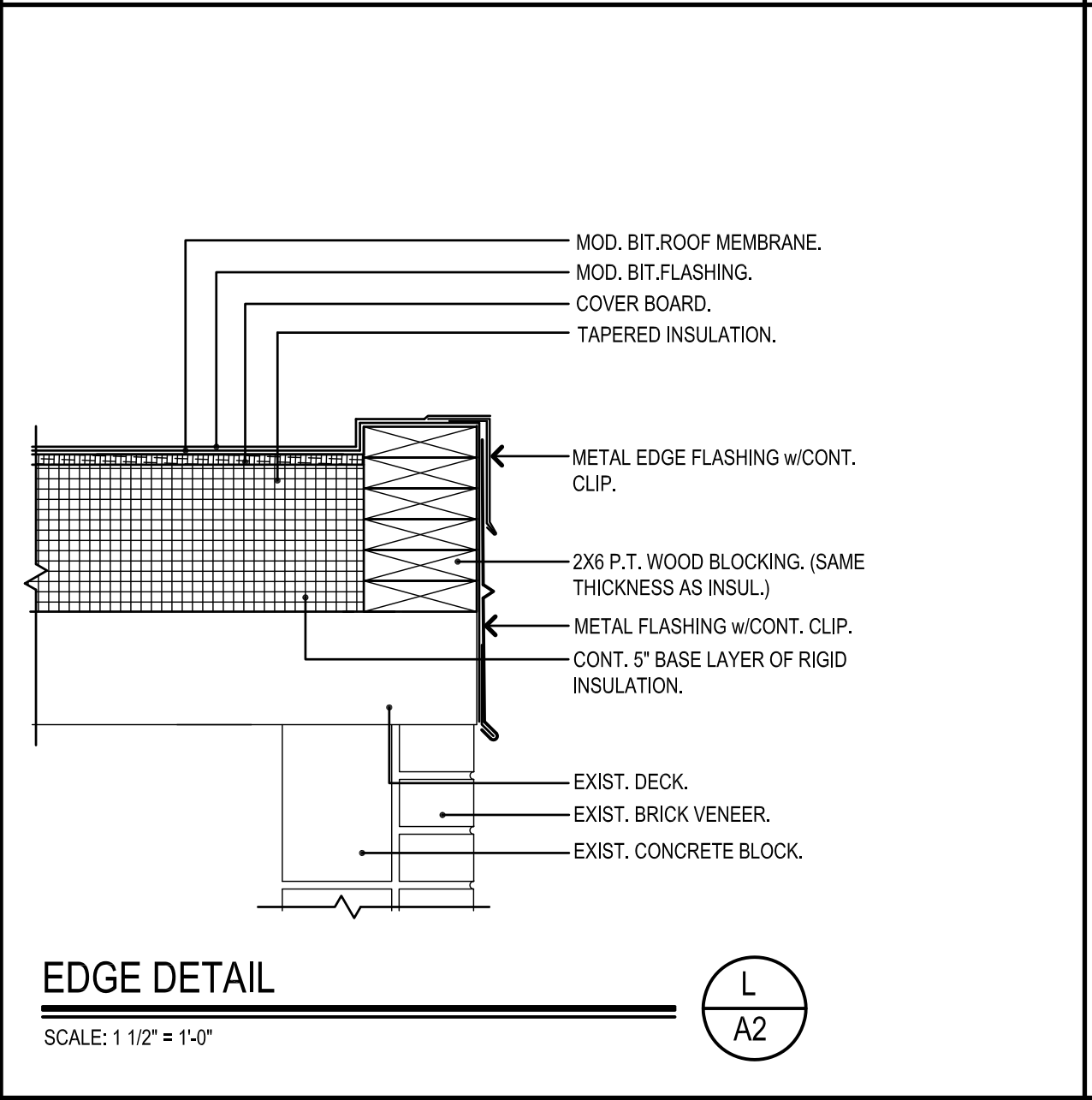
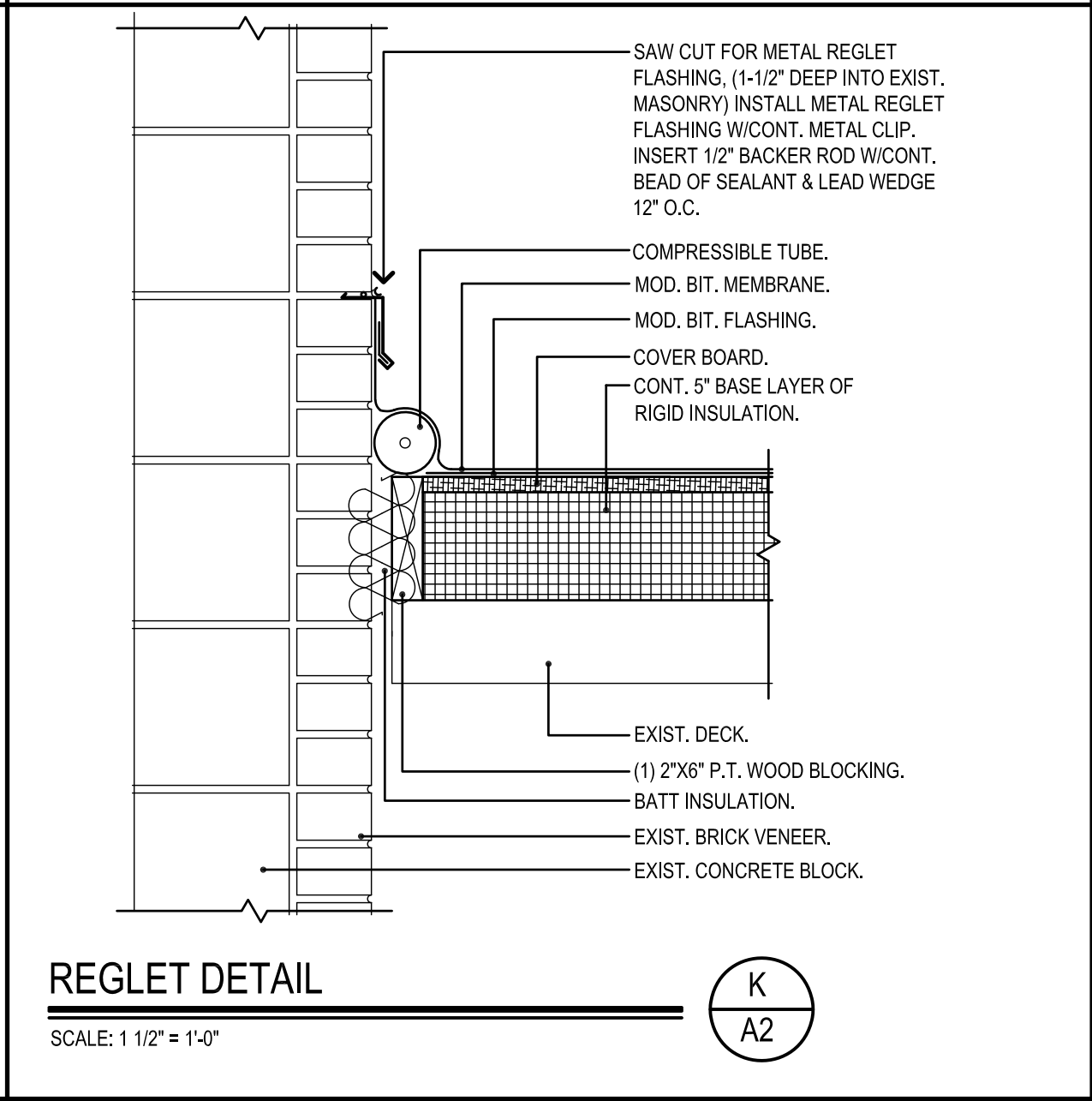
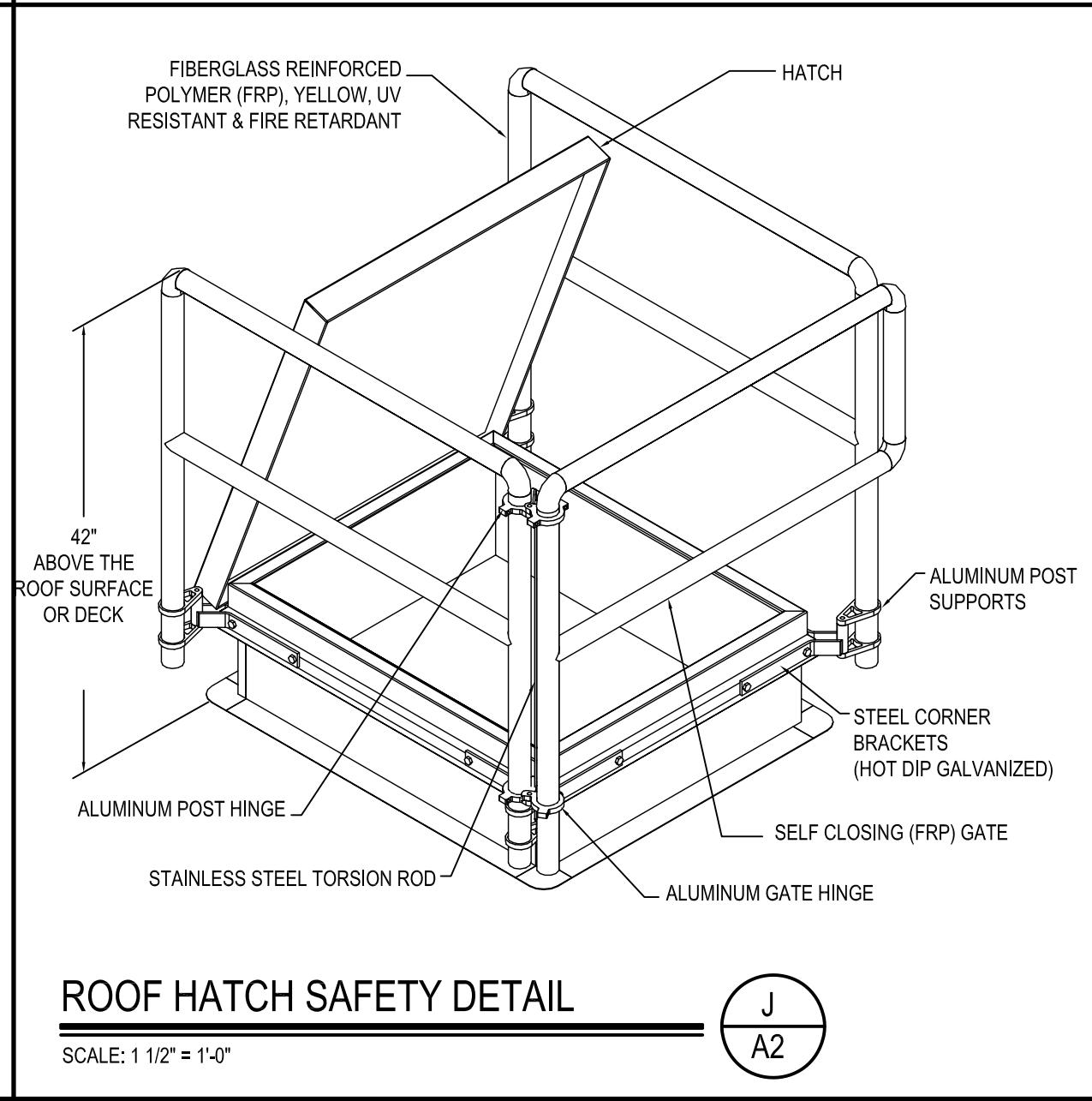
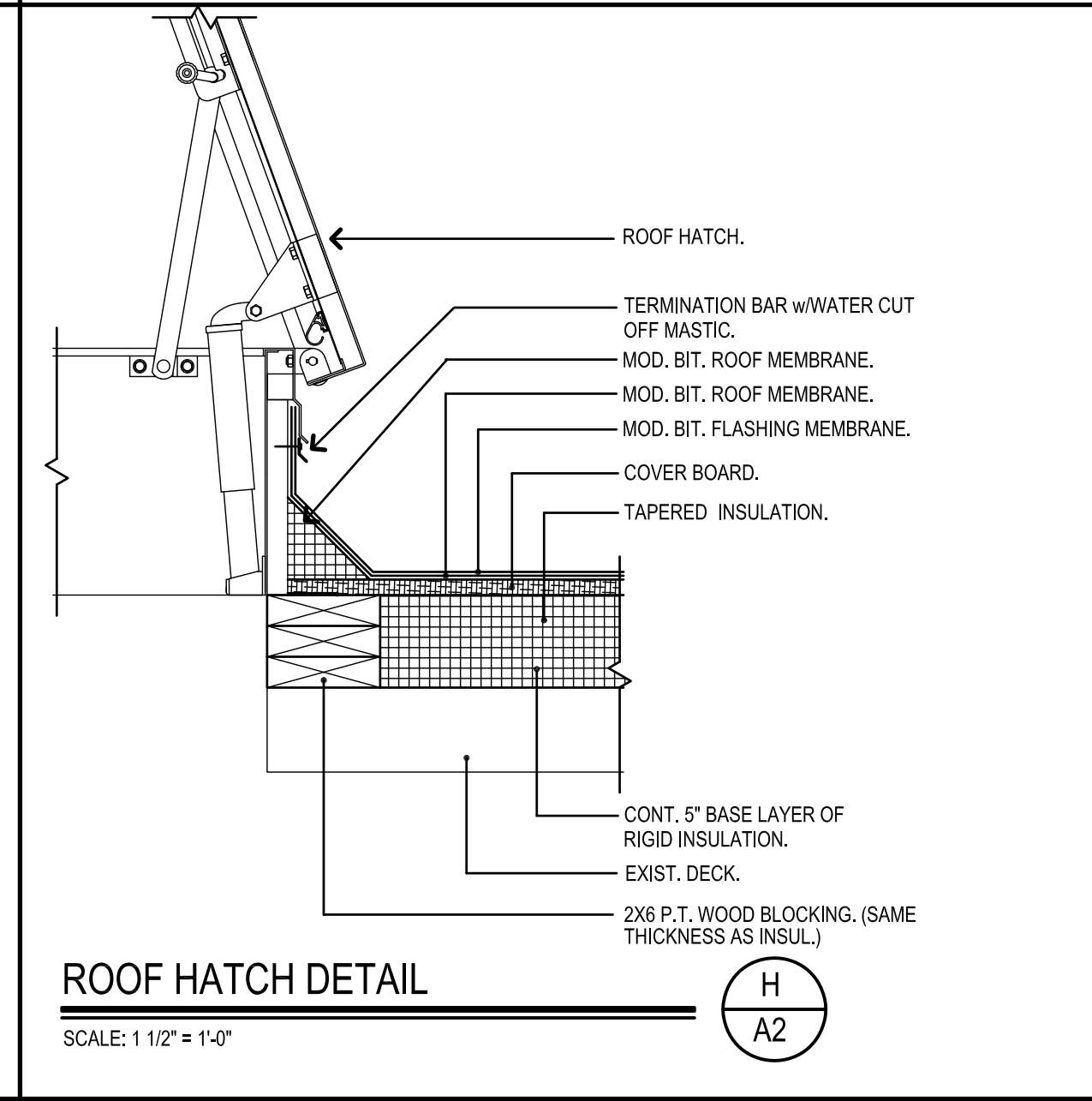
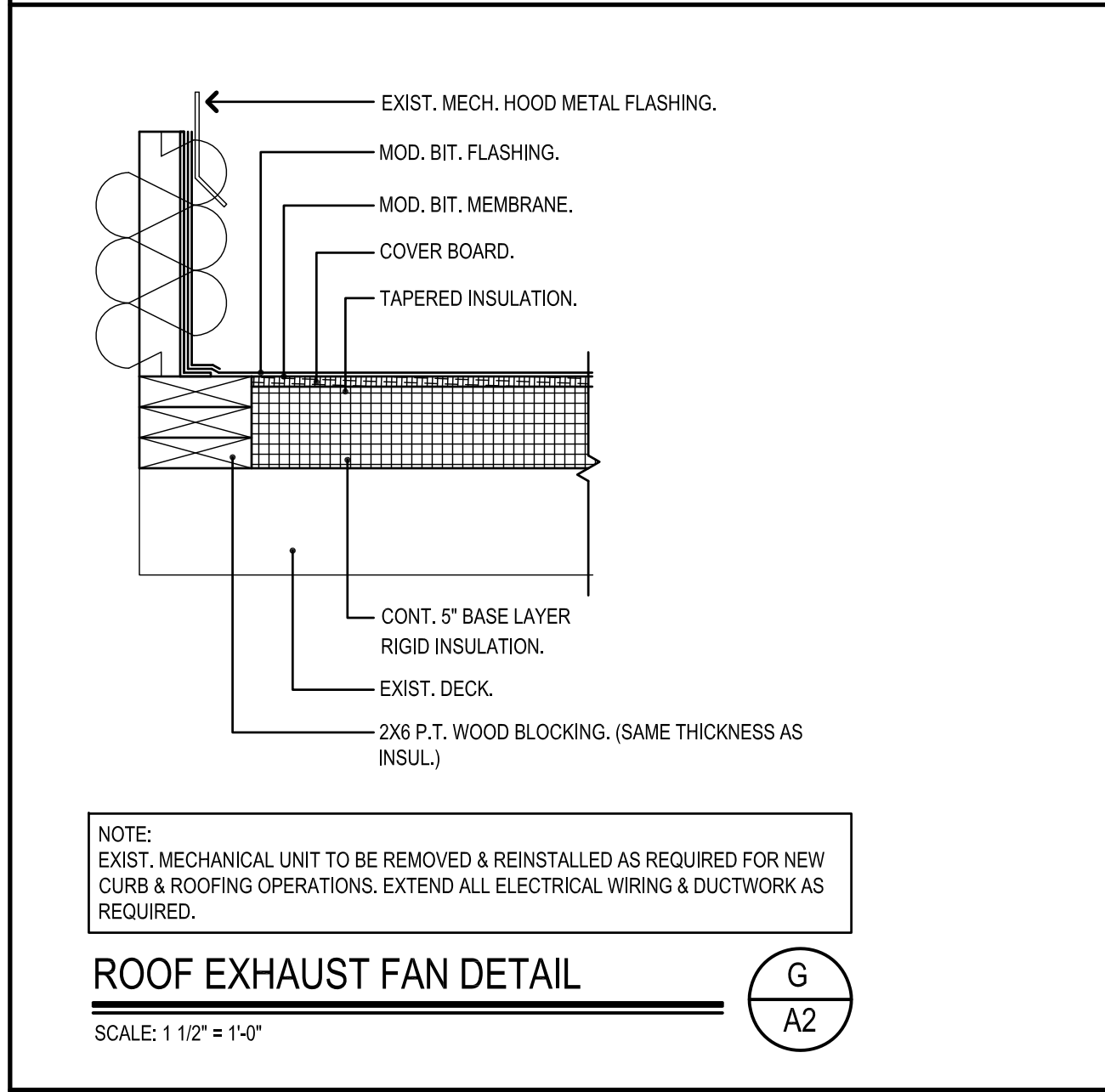
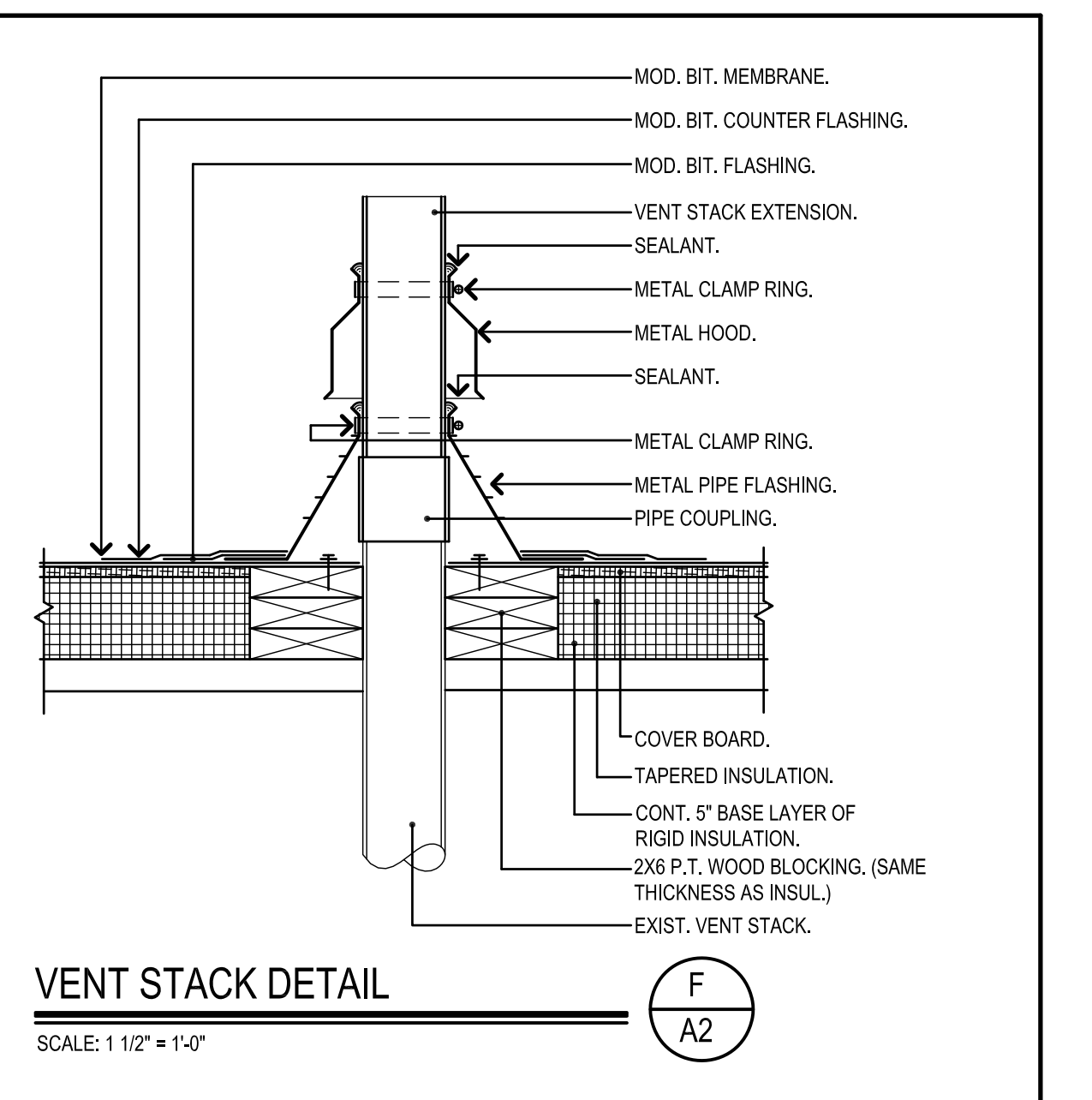
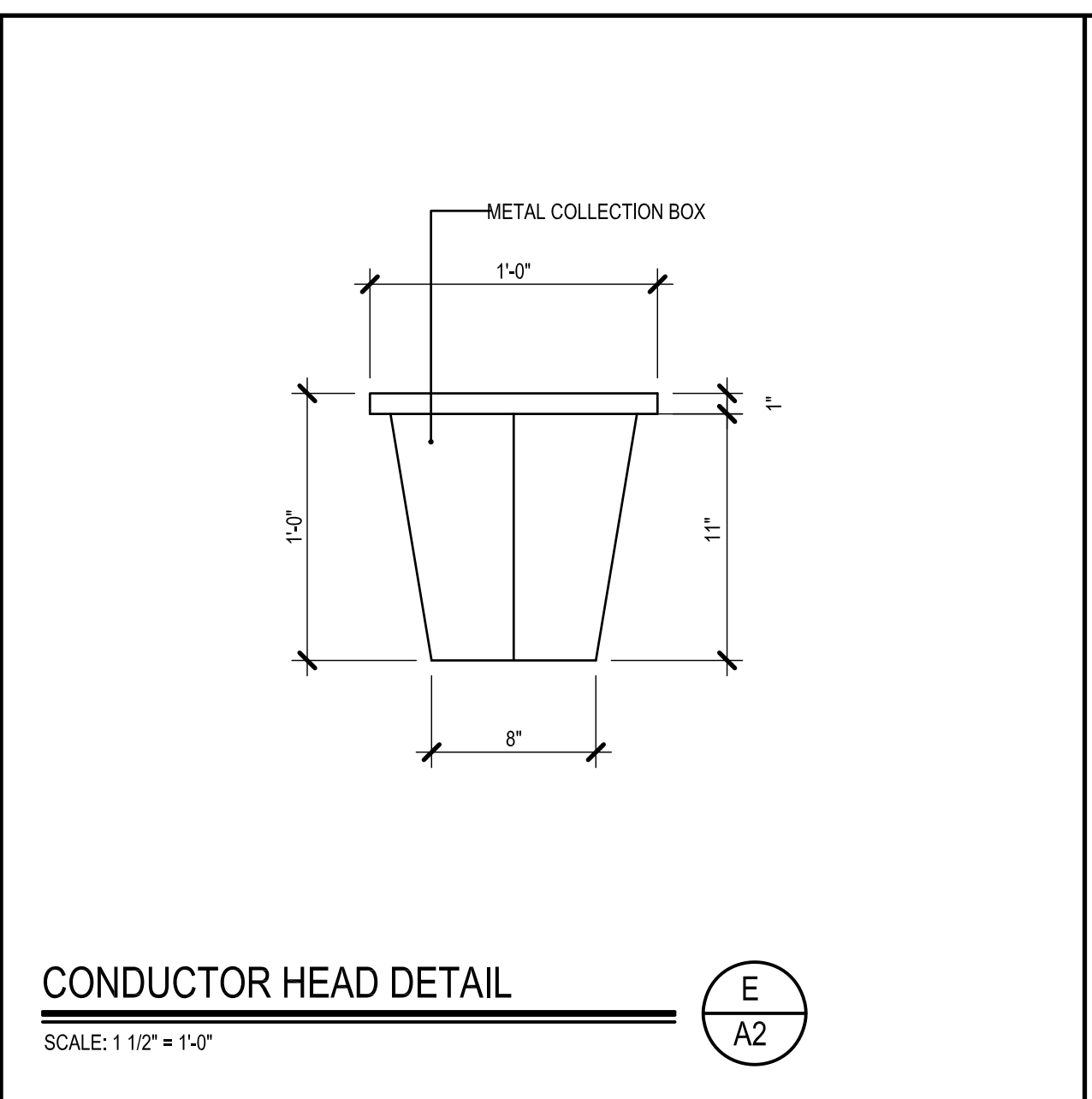
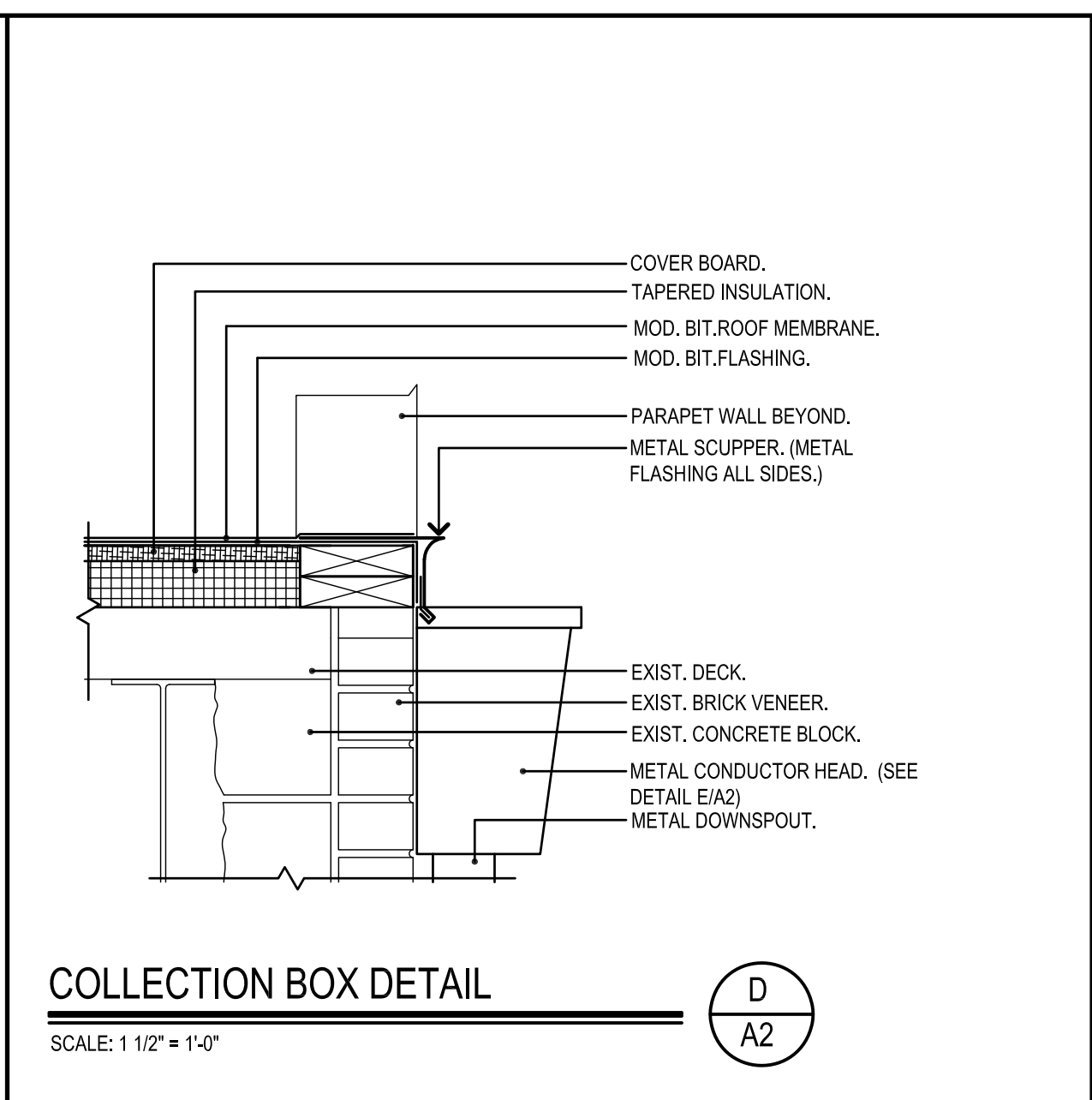
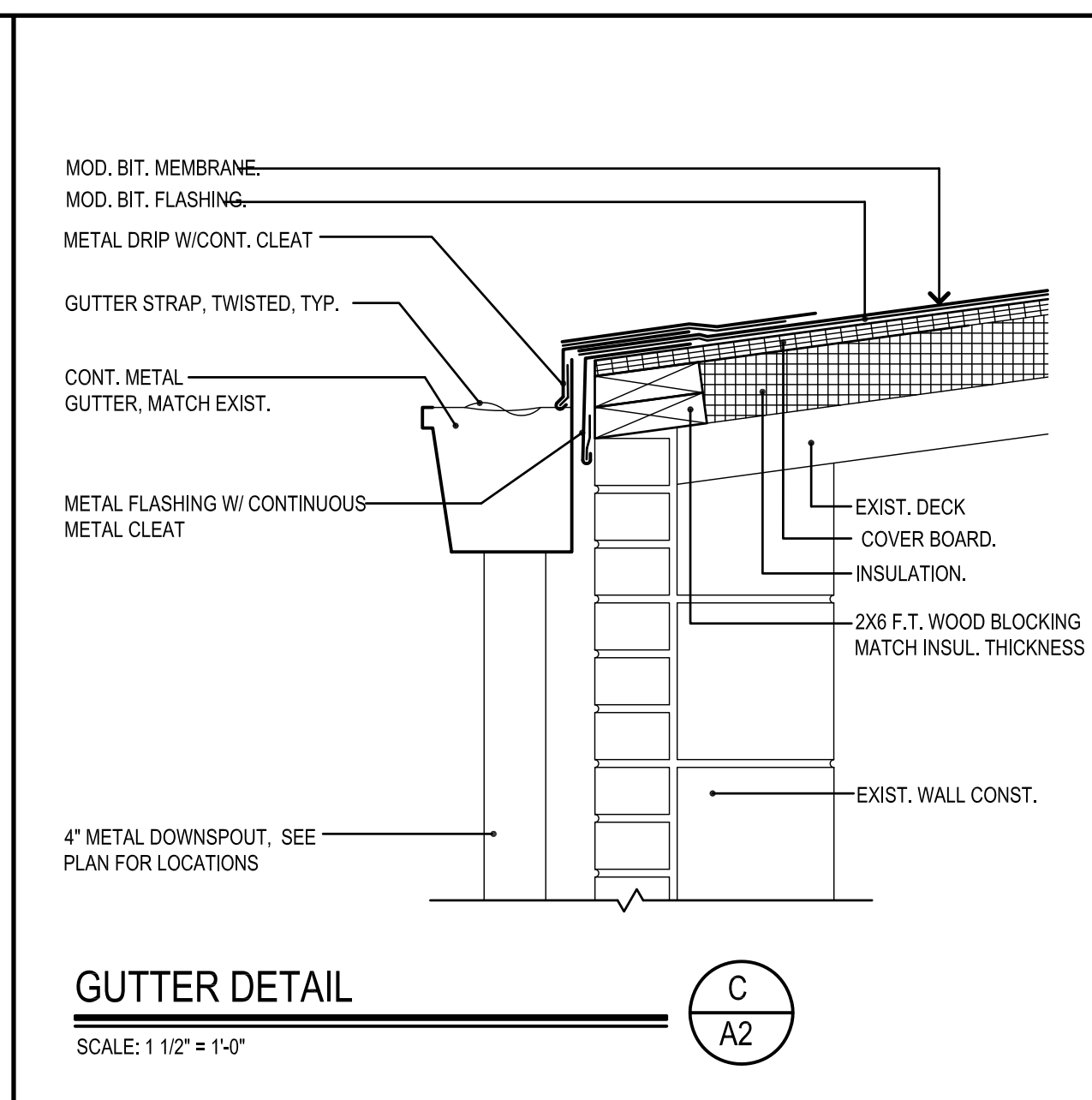
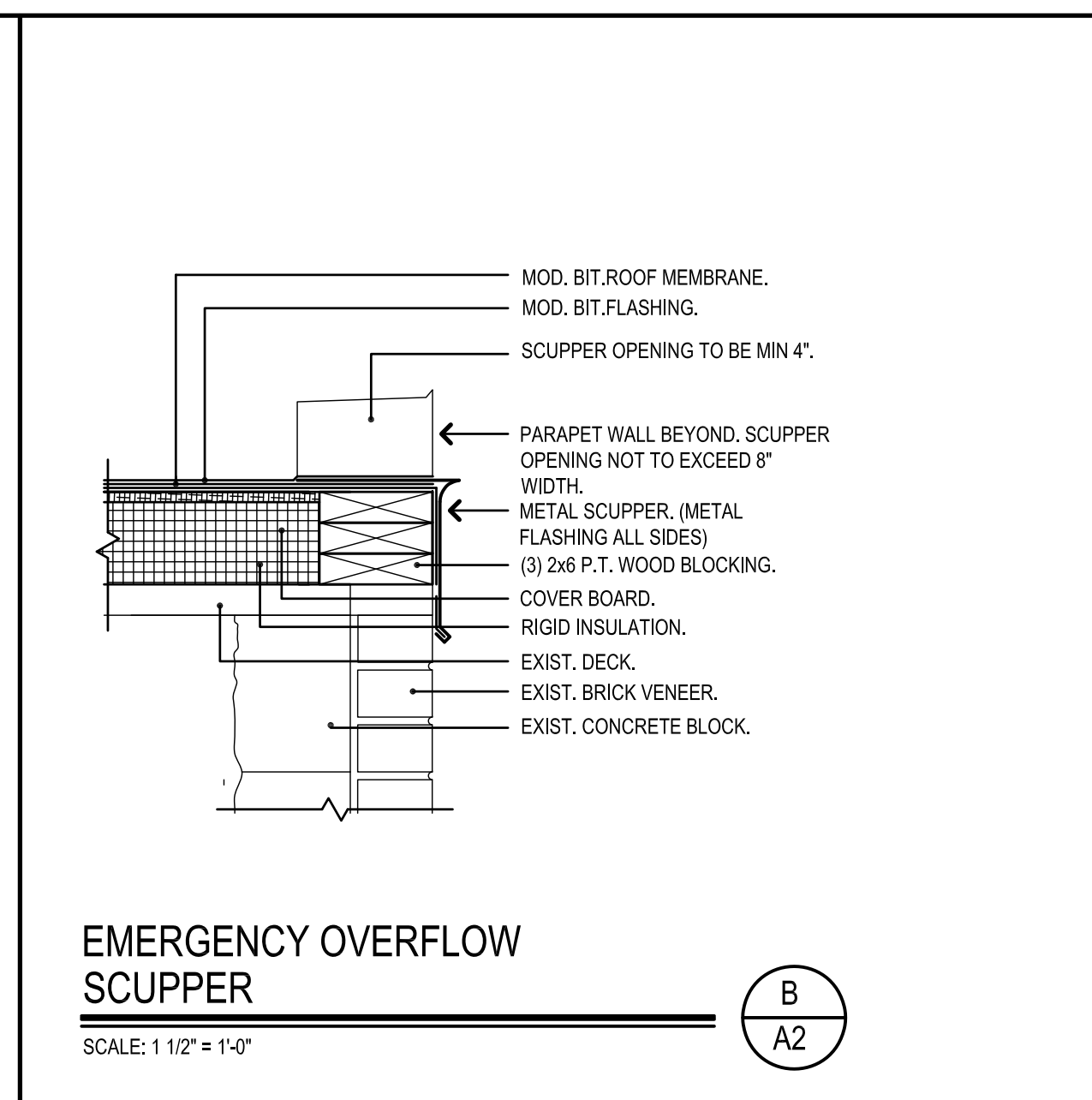
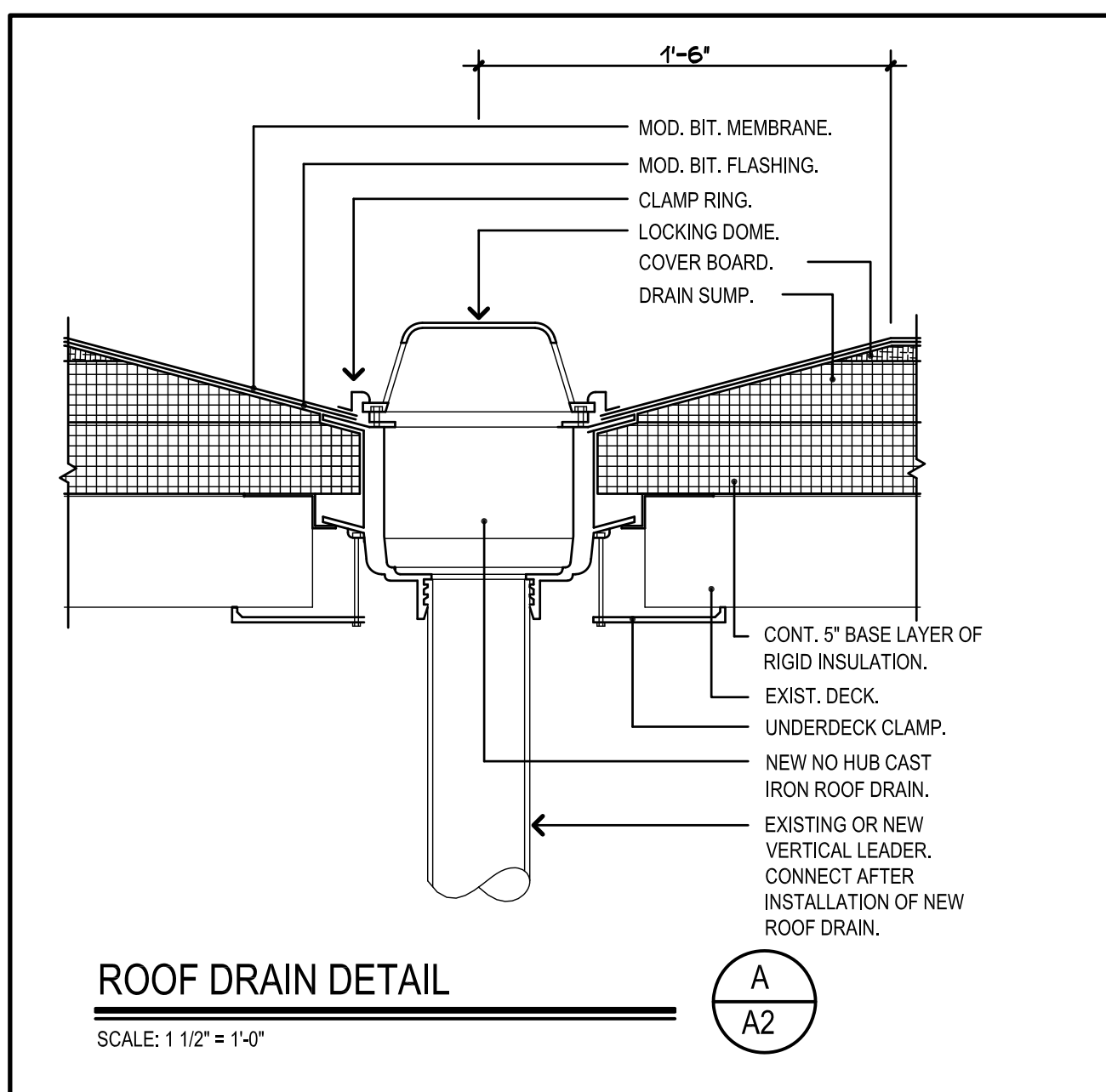
SILVER PETRUCELLI + ASSOCIATES
 3190 WHITNEY AVENUE HAMDEN CT 06518
 311 STATE STREET NEW LONDON CT 06320
 203 230 9007 silverpetrucci.com

Revision: _____ Description: _____ Date: _____ Revised By: _____

Drawing Title:
OVERALL ROOF PLAN
 STATE PROJECT 151-0309 RR

Date: 03/28/2023
 Scale: 3/32"=1'-0"
 Drawn By: K. LINSLEY
 Project Number: 22.059

Drawing Number:
A1



Project Title:
**ROOF REPLACEMENT AT:
B.W. TINKER ELEMENTARY SCHOOL
809 HIGHLAND AVENUE
WATERBURY, CONNECTICUT 06708**

S+PA
SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

Revision	Description	Date	Revised By

Drawing Title:
**ROOF DETAILS
STATE PROJECT 151-0309 RR**

Date:
03/28/2023
Scale:
1-1/2"=1'-0"
Drawn By:
K.LINSLEY
Project Number:
22.059

Drawing Number:
A2

Educational Specifications
for the proposed
Chase Municipal Building Rehabilitation Project

Project Rationale

The Chase Building, constructed between 1917 and 1919, originally served as the headquarters of the Chase Brass and Copper Company until 1963. Since 1966, when it was purchased by the City, it has been used continuously as a municipal office building, including the Department of Education Main offices. In addition to minor reorganizations of interior partitions and some mechanical updating throughout its life, the following repairs have been undertaken:

Roof Replacement – 2009;
Front Door repairs – 2009;
HVAC updates
Generator Replacement
Electric panel upgrades

Other than the work noted above, the building remains as it was built.

Long Range Plans

The current long range plans for the Chase Building call for the current facility to be used in its current capacity as a municipal building housing the Department of Education for in excess of 20 plus years. The Department of Education occupies 8,050 square feet of the first floor; 7,184 of the second floor; and 6,484 of the third floor, and 2,498 square feet of the fourth floor for a total of 24,196 square feet of the building. The rest of the building is broken down as follows: 609 square feet to Waterbury Promise, 1,769 square feet to Registrar of Voters, 3,735 square feet Civil Service, 4,812 square feet to City IT Department, and 2,980 square feet to the Fire Department. The gross building square footage is 73,731. In order to comply with this aspect of the plan, and to provide a safe and healthy working environment it is necessary to renovate the entire interior and exterior portions of the building. This includes, but is not limited to, window replacements, roof replacement, electrical, plumbing and fire protection upgrades, ADA compliance, elevator upgrades, and general interior and exterior upgrades. There currently are ongoing discussions with the Connecticut State Historic Preservation Office regarding the restoration or replacement of the existing windows. The City is hopeful that an agreement can be reached to replace all of the existing windows rather than restoration. The City plans to advertise a request for proposals (RFP) for design of the renovation of the building and assist in the development of an RFP for a Construction Manager at Risk.

The Project

Architectural Exterior

The present overall condition of the exterior of the building is in fair condition.

There are systemic areas of biological growth, soiling, staining, spalling and weathered masonry, mechanical damage, insect nests, and previously repaired open joints with asbestos-containing material, which are particularly prevalent at the parapet, horizontal bands, and the base of the building. There is grey soiling discoloration prevalent at the cornice level, horizontal bands, and

stair balustrade at the South entrance of the building. The building has localized areas of displaced masonry at the cornice stone units at each of the exterior corners and the reentrant have deflected, as well as limestone and brick deterioration at the parapet. There is trapped water throughout the roofing materials at the main roof, leading us to believe that the main roof has exceeded its serviceable life due to installation. The extent of water saturation found in the roofing assembly is extensive and is migrating through the roofing into the wall assemblies and concrete topping slab.

Recommendations for repair:

Conditions at the masonry walls and appurtenances require a straightforward repair approach: clean the building, remove deteriorated or inappropriately attached materials, and repair of either masonry and/or anchorage. This includes stone repair, joint pointing, bird proofing removal and replacement, painting of metallic appurtenances, replacement of brick masonry, and probes as related to structural recommendations.

The roofing conditions require review of the existing EPDM membrane by the Contractor and Manufacturer's representative, maintenance of appurtenances, and full replacement of the ballasted roofing membrane and related flashing on the main roof which will require analysis and subsequent localized treatment repairs of the structural roof slab

The drainage requires cyclical maintenance and cleaning.

Architectural Interior

The overall condition of the interior is in good to fair condition. Many conditions observed were aesthetic or superficial, expected due to the building's age and continuous use. The essential original layout remains intact and most original finishes are in good to fair condition.

There are several overall notable conditions including: ceiling and wall finish deterioration due to water infiltration at the third and fourth floors (evidence of water infiltration was found in both plaster and acoustic tile materials), exposed conduit throughout the building (loose and bundled wiring is vulnerable to damage; additionally, mechanical damage has occurred at original finishes throughout to accommodate wiring, especially at corridor transoms and finishes), and basement plumbing leaking, biological growth and soiling, and select electrical outages.

Consistent conditions that were observed throughout the building, but do not rise to the same level of significance include plaster cracking and peeling paint at wall surfaces behind radiators; mechanical damage to original finishes and horizontal penetrations for wiring.

Recommendations for repair

Conditions at the basement, third, and fourth floor ceiling and wall finishes require a straightforward repair and replacement approach: original finishes should be repaired where possible and replaced in-kind to match the original, and non-original finishes should be removed and replaced with new finishes that match or are similar to original finishes. The conditions of exposed wiring and conduit should be addressed to relocate and conceal conduit throughout the building. Original walls and features should be repaired and damaged components should be replaced in-kind where penetrations have been made to accommodate conduits.

Structural Engineering

Engineers were brought onsite over the course of four days to observe structural probes, complete an examination of selective portions of the exterior, and to observe conditions on the interior of the building that may relate to structural conditions.

During the site investigation, the engineers had the following groups of observations: façade issues, cracks, and stone spalling; concrete cores at the roof slab; and miscellaneous (shoring, hidden anchors, saturated insulation, and steel columns at the masonry probe).

Recommendations for repair

The conditions identified include, cracks, and stone spalling, typically at stone masonry, require a straightforward removal of deteriorated materials and repair of either masonry and/or anchorage. Several of areas of the façade at protruding cornice unit displacement and deterioration will require further probes to assess the condition of determine backup materials condition and anchorage/condition. The materials below the ballasted roof membrane are saturated with water and membrane and flashing system should be replaced, during which the roof slab should be tested for strength. Further investigation is required at the interior shoring.

Structural analysis of the concrete roof slab will be required at the time of roof replacement, resulting from the Materials Testing: Concrete Petrography Findings and Recommendations

Mechanical Systems

Engineers were brought onsite to review the existing conditions of the mechanical, electrical, plumbing, and fire protection systems.

The heating plant consists of two cast-iron gas-fired boilers that appear in excellent condition. The boilers generate low pressure steam routed to each cast iron radiator via insulated steel piping that appears to be original to the building construction, which are typically in fair condition.

There is not a central cooling plant. Most of the building is cooled by window air conditioning units, with the exception of the Department of Education open area on the third floor and the Superintendent's Suite on the first floor. The Data Center on the third floor is cooled via two computer room air conditioning units and a single energy recovery ventilation unit, which are in fair condition. The air handling units used to cool the Department of Education are in fair to poor condition however, the refrigerant within condensing units for the cooling of the Department of Education has been prohibited in 2010 and becomes increasingly difficult and expensive to source. The Superintendent's Office Suite is conditioned by two units in the basement, which are in poor condition.

Mechanical Recommendations

The recommendations and options for upgrades to the heating and cooling systems have been developed. Although only cooling options were requested, several options presented also incorporate a revision of the existing heating system. Each option indicated is fully inclusive of the cooling and heating systems, so that a single option can be chosen. All option assumes operable windows for ventilation and requires that windows have 4% of floor space as operable area.

Four options have been developed with several variations, note the “A” options offer air conditioning only while maintaining the existing steam boilers and radiators, the “B” options offer an alternative heat source and eliminating the existing steam system:

- 1A/B: Electric VRF heat recovery console cooling, with steam heat or electric heat, with individual space control
- 2A/B/C: Electric fan coil unit cooling with steam heat and individual space control or with full building control
- 3A/B: All electric fan coil unit cooling and chillers, with steam boilers or pump heating, and full building control
- 4A/B: All electric geothermal heating and cooling with individual space control or with full building control

Electrical

The electrical service goes to electrical equipment in good condition, which then leads to varying vintages of panel boards varying from fair to poor condition. Standby power is supplied by gas generator in excellent condition. Life safety lighting, in fair condition, is accomplished via a mixture of emergency battery wall packs, battery powered exit signs, and low voltage light fixtures energized by a central battery inverter in poor condition. An older vintage fire alarm control panel in fair to poor condition serves a horn-type fire alarm system. Lighting fixtures are fluorescent tube style fixtures or screw in incandescent type fixtures. Lighting controls range from occupancy sensors to no lighting controls and are in fair to poor condition.

Electrical Recommendations for repair

Electrical recommendations include (reviewing the existing service and if it is adequately sized for mechanical upgrades and servicing existing equipment), replacement at deficiencies (replacing existing panel boards and providing new central battery inverter system), and work to update to reduce energy use (updating to LED fixtures or lamps and providing occupancy or vacancy sensors, daylight sensors, and manual lighting controls).

Plumbing

Water supply is a 4-inch domestic water service with a pressure reducing valve and no means for backflow prevention in fair to poor condition. Water piping is copper Type-L with wrought copper solder fittings, most likely original to the building in fair condition. Domestic hot water for the building is generated by a gas-fired water heater in poor condition. Storm water is managed by exterior roof drains and interior leaders that are in fair condition. Gas is provided through an underground gas service and an exterior meter and is in good condition. Plumbing fixtures throughout the facility appear to be in fair to poor condition with some non-functional fixtures throughout the building.

Plumbing Recommendations for repair

Plumbing recommendations include investigatory work (conduct water analysis, test solder for lead at piping, determine if sump pit is required), replacement work as related work is done (hot and cold water piping, sanitary piping, waste and vent piping, pipe insulation, plumbing fixtures), replacement of plumbing equipment (exterior hose connections, water heater with hot water circular and thermal expansion provisions, mechanical room floor drain, sump pump), work at deficiencies (provide a reduced pressure backflow preventer on domestic water service, replace exterior hose connections, and replace interior floor drains in mechanical room), or maintenance work (clean gutters and exterior drains of dirt and debris).

Fire Protection

Fire protection water supply is a 6-inch water service, with no means for backflow prevention, in fair to poor condition. There are only fire sprinklers in the Basement, which are in fair condition. There are two fire department valves with hose racks (with no hose) located on each floor within the main corridor, with additional hose valves randomly throughout the building in fair to poor condition. There are two fire department connections at the exterior that support the limited fire protection systems in fair condition.

Fire Protection Recommendations for repair

Fire protection recommendations include investigatory work (provide water analysis), work at code deficiencies (provide a reduced pressure backflow preventer and remove obstructions at sprinklers), replacement work (install new fire standpipes within rated stairwells as required), and maintenance work (maintain and eventually replace fire sprinkler system in basement).

Landscape Architecture

The Landscape Architect was onsite to review the existing conditions of the entire site, including the natural and man-made features of the landscape.

Vegetation: The present planting scheme varies in formality from the original planting scheme and in health, with some of the plantings in good condition and many in poor condition. Several trees are in good condition (Sycamore and Saucer Magnolia), fair condition (Dogwoods), and in a condition that are causing problems (Ash that is damaging adjacent structure and Norway Maple due to its invasive nature). The maintenance strips surrounding the building are in poor condition.

Circulation and Accessibility: Vehicular access and parking are limited to the north side of the building and are in poor condition. There is pedestrian circulation at the South side (Main Entrance, via a pink granite terrace in fair condition and stairs in poor condition), an accessible stone walk at the West side in fair condition, a concrete walk at the East side in poor condition, a short stair at the North side in poor condition, and a larger stair at the North side in fair condition. There are also miscellaneous pavers throughout the terraces in fair condition, albeit covered in biological growth.

Site Features: The ornamental iron perimeter site fence, set on an edge or curb in good condition, is in overall good condition, with some missing features and loss of function at gates and locks. There are two fences along Church Street, one in fair condition with isolated areas of poor condition, and one fence in poor condition. The two flagpoles on either side of the Main entrance and one on the roof are in fair condition. The variety of signs across the building site are in fair condition, but not consistent in design. Outdoor seating is in fair condition, but is not fully accessible at the West side. Existing lights are in fair condition but are not fully coordinated. The modular block retaining wall and adjacent concrete pad are both in good condition.

Miscellaneous: Two mechanical gate operators at vehicular access points are in an unknown condition, although appear in fair to poor condition due to damage. Protective pipe barriers (at mechanical gate operators and the gas meter) appear in good to fair condition.

Landscape architecture recommendations fall into several categories: work to correct deficiencies, design, and maintenance.

Work to correct deficiencies includes removal of all plantings aside from trees in good condition, resetting displaced masonry, replacing deteriorated concrete walk, restoring ornamental fence and gates, removing designated parking signs, and providing access to and installing new accessible picnic table. Design work includes development of a new planting design, signage program, and lighting program. Maintenance work includes maintaining the building signs, outdoor seating, modular block retaining wall and adjacent concrete pad, and flagpoles, as well as servicing mechanical gate operators and considering moving the telephone box inside the building.

Civil Engineering

Engineers were brought onsite to provide a visual assessment of the site (parking/driveway surfaces, exterior stairways and sidewalks, fencing, landscaping, and drainage), followed by a subsequent review of available record mapping.

The pavement and curbing in the parking areas are in poor condition. A fiber optic line is set below the parking area, which is in fair condition. The three drainage inlet structures (catch basin, yard drain, and trench drain) were partially silted. Some retaining walls appeared to be in fair condition, while others were clearly displaced and in poor condition. Street sidewalks around the perimeter of the site are in fair to poor condition.

The Civil Engineering recommendations fall into two categories: repairing deficiencies and further investigation.

Work to repair deficiencies includes redesign and replacement of the parking lot including setting the fiber optic line in conduit set within a trench recessed below grade, replacing retaining walls in poor condition, repairing retaining walls in fair condition, and partial or complete replacement of sidewalks. Further investigation work includes site drainage mapping and utility mapping, followed by evaluation of existing utility service capacities for future use of the building.

Environmental

Inspectors were brought onsite to provide an Indoor Air Quality (IAQ) and Mold and Moisture Assessment. This included a physical inspection of site conditions relative to mold and moisture; inspection of HVAC unit functionality and cleanliness where accessible; the collection of baseline IAQ and psychometrics measurements; collection of infra-red thermography and the collection of moisture measurements at potentially water impacted areas of the building.

Historical evidence of potential water infiltration was observed in limited locations within the portions of the building physically inspected. No suspect mold growth was observed at the inspected locations, with the exceptions of Rooms 014, 016 and 043. Except for Room 008 and 043 in the Basement no malodors were noted at the inspected areas. Standing water was observed on the floor within this room as well. Based upon the physical inspection, it is concluded that the building is not displaying signs of active water infiltration or displaying a high potential for mold growth with the exception of the isolated areas noted above.

Inspection of accessible components of the HVAC units indicated that the units located in the 3rd floor City of Waterbury IT Department and the 3rd floor Board of Education space were in good condition and were not exhibiting signs of excess dust buildup on filtering media or displaying excessive rust, scale, or slime buildup on the cooling coils or drip pans. The HVAC unit and chiller within the basement Room 008 is in poor condition and displayed signs of excessive rust, scale, and slime buildup on both internal and external components and the fresh air intake for this system was observed to be partially blocked. All other areas of the building were serviced by individual window mounted AC units that were of varying sizes and vintages in fair condition.

Baseline IAQ data at the areas assessed indicated that most of the building was within the recommended guidelines for temperature, relative humidity, carbon dioxide and carbon monoxide. Air velocity readings displayed substantial fluctuations from space to space, particularly at spaces with inadequate airflow adjacent to the central corridors that have no dedicated cooling.

Environmental Recommendations

In Rooms 014, 016, and 043, remove water damaged interior finishes and treat surfaces exhibiting signs of water damage and mold growth with a diluted solution of ammonia and water. In Rooms 008 and 043, provide portable dehumidification air filters set to run on timers over 24 hour periods.

Materials Conservation

Conservators were onsite to investigate the stone and mortar, followed by laboratory testing for water absorption of the limestone, sourcing a match for the limestone, and conducting a mortar analysis with a replication mix, laboratory testing for removal of the gray film at the limestone, and visual characterization of a repointing material utilized in various areas of the building.

The limestone is generally in good condition. The cornice and balustrade are heavily textured, likely due to erosion and/or an aggressive past cleaning campaign. The limestone in the arches surrounding some windows and most of the west elevation is very smooth suggesting that it was

not an original treatment during the fabrication of the limestone during its original construction. All elevations have some soiling and staining mostly at protruding elements. The average water absorption of the building's limestone is 5.41%, which is considered a medium-density stone. An acceptable aesthetic match for limestone replacement is Indiana Limestone- Full Color Blend.

Two limestone mortar samples were visually assessed under the microscope and then processed to determine composition. One is likely a more original mortar, with one being a replacement mortar. It is likely the original mortar Portland cement-based mix/early Type N mortar. The brick mortar sample was visually assessed under the microscope and then processed to determine composition. It is likely a Portland cement-based mix, with sand particles in a large variety of size and colors. Another fill material in several limestone joints throughout the building was collected and viewed under the microscope, which is a fibrous material and not cementitious.

A type O mortar replication was developed for the original limestone mortar and the brick mortar that attempts to match aesthetic and mechanical characteristics of color and texture using modern materials currently available

Material Conservation recommendations

The results of the conservation testing inform the architectural recommendations for cleaning and pointing of the exterior limestone and brick masonry.

Materials Testing: Concrete Petrography Findings and Recommendations

Scientists performed petrographic examination on three (3) concrete core samples taken from the roof slab.

The roof slab samples contain the same types of materials mixed at approximately similar proportions. The mixtures are typically light-duty mix designs from the early twentieth century that would be considered fair to poor by today's standards. They are suitable for use in a protected, non-aggressive service environment provided the strength is appropriate for the application. Based on the examined samples, the concrete constituents were well-mixed, properly deposited, and adequately cured.

All samples are identified as normal Portland cement concretes with no supplementary cementitious materials or air-entrainment. The high mix water contents have resulted in permeable cement content. The small aggregates are clean granitic sands, which have a concentration of fine mica flakes that might have increased water during mixing. The larger coarse aggregate is a sharp-textured crushed stone consisting primarily of basalt, which are not ideal for use in Portland cement concrete.

The concrete has carbonated through much of the sample, resulting in increased permeability through the material. The metal reinforcement is at risk of being affected, due to the acidic environment and possible contact with water due to increased permeability. Other than this, no evidence for significant secondary distresses is identified in any of the three samples.

Recommendations for repair

Provide and maintain a watertight roof assembly to prevent water absorption and migration into the exterior envelope.

Further testing of the concrete and the metal reinforcement will result from the recommended Structural analysis of the concrete roof slab at the time of roof replacement, as noted above under the Structural Recommendations.

Materials Testing: Concrete Chloride Analysis Findings and Recommendations

Scientists provided determination of chloride content on three (3) concrete core samples taken from the roof slab.

In all three samples, the chloride contents are minimal. There is no evidence to indicate any intentional chloride addition that would have been used as an accelerator within the fresh concrete mix. Likewise, the low content suggests that there has not been any significant contamination of chloride salts from external sources.

Recommendations

None.

Engineers were brought onsite to investigate the limestone cornice and determine stone thickness and anchorage using non-destructive evaluation (NDE) techniques. Observations and the NDE techniques employed indicate that the as-built conditions are consistent at the locations investigated.

The exterior walls are typically comprised of multi-wythe clay brick with Indiana Limestone cladding. The masonry walls encase steel columns and beams that are the major load bearing elements for the building.

The protruding cornice corner units appear to be held in place either by either gravity or anchors into the structure below. If some type of anchorage exists, it could not be determined using NDE methods from the exterior. The dentil and architrave courses below the protruding cornice units appear to be toothed into the brick backup masonry and rely on gravity and friction. The frieze course below that relies on mechanical connections to either the brick backup masonry or the dentil course above by means of metal cramp anchors.

There does appear to be a possible condition of concern at the building corners related to the geometry of the cornice units and the lack of clear anchorage present at cornice units. Gravity loads from the cornice units themselves and the balustrade assembly above appear to be essential to the stability of the cornice. At the corners of the building, the ratio of dead load [weight] from the balustrade assembly above to the weight of the cornice unit is reduced due to the corner geometry and the double cantilever condition. Although significant deterioration was only observed and investigated with NDE at the southwest corner, similar conditions could exist at other corners or could develop in the future.

Recommendations

Perform investigative probes at the protruding cornice corner units exhibiting signs of distress.

Building Systems

Security

Public address N/A

Technology
Phone system
Clocks N/A
Security camera

Interior Building Environment

Acoustics
Lighting
HVAC
Plumbing
Windows and Doors

Site Development

Site Acquisitions N/A
Parking
Drives
Walkway
Outdoor Athletic Facility N/A
Landscaping
Site Improvements

Construction Bonus Requests N/A

Facility Uses

The Chase Building will remain a municipal building housing the same departments after the building renovation. The building is not open to the public for meetings.



WATERBURY
PUBLIC SCHOOLS

2023
WPS Summer Learning
Experiences



K-8 Programs

[Click here to view available K-8 programs.](#)



9-12 Programs

[Click here to view available grade 9-12 programs.](#)



Special Education K-12 Programs

[Click here to view available Special Education K-12 Programs.](#)



School Based Programs

K-8 Programs			
Elementary Extended Academic Support	Reed Gilmartin Carrington Duggan	7/10-8/3 Mon.-Thursday 8:30 am-12:30 pm	Students in grades K-3 who are required to attend based on reading scores and 4th & 5th graders based on reading scores.
Maloney Summer Experience K-4	Maloney	7/10-8/3 Mon.-Thursday 8:30-11:30 (students)	Magnet Program for K-5 students who qualify based on MClass scores.
Rotella "Integration" Summer Theme Pre-K-5	Rotella	7/10/23 to 8/3/23 Monday through Thursday 8 to 12:30	Magnet Program for students who qualify and if space allows for those who are interested grades Pre-K-5
Middle School Extended Academic Support	North End WSMS WMS@ WSMS	07/10-08/04 Mon. - Thurs.	MS students (grades 6-8) who need credit for promotion or acceleration
Wallace Academic Academy		07/10-08/04 Mon.-Fri.	WMS AA students only Grades 4-8

SDE After School YMCA - Camp Mataucha	Hopeville, Kingsbury, North End, Wallace, Washington, Wilson	Choice of One Session: Session 1: 07/03-07/14 Session 2: 07/17-07/28 Session 3: 07/31-08/11 Session 4: 08/14-08/25	All students and siblings currently enrolled in the SDE After School Program.
21st Century After School YMCA - Camp Mataucha	Acad.Acad. , Bucks Hill, Bunker Hill, Chase, Driggs, Regan, Carrington, Duggan, West Side, Walsh	Choice of One Session: Session 1: 07/03-07/14 Session 2: 07/17-07/28 Session 3: 07/31-08/11 Session 4: 08/14-08/25	All students currently enrolled in the 21st Century After School Program.
PAL Basketball League	PAL	7/10 - 9/1	Ages 9 - 12
Boys and Girls Club Summer Enrichment	Boys and Girls Club	6/26 - 8/10	Ages 6 - 14
PAL-Taft Summer Enrichment Academy	Taft, Watertown, CT	7/5 - 7/28 Monday - Friday	Grades 4 - 7
Waterbury Youth Services Day Camp		7/5 - 8/10 Mon - Thurs	Waterbury Youth Services and PAL students
Grades 5 to 6 Transition Program Grades 7 and 8 Enrichment Program - ELA, science, and band	WAMS	7/10-8/3 M-Thurs 8:00-12:00	Incoming grade 6 students

HS Programs

High School Extended Academic Support	WAMS	7/10-08/04 M-F 8:00 am-12:05 pm	All HS students (grades 9-12) in need of recovery.
Early College High School - Summer Enrichment	Crosby	7/05-07/28 Mon.-Thursday 8:30 am-12:30 pm	Early College High School Cohorts II and III Cohort I (Post/or Job training)
High School 8-9 Summer Transition Program	KHS, CHS, WHS, WCA, WAMS	07/10 - 08/04 M-F 8:00 - 12:00	Incoming grade 9 students
Wilby Summer Programming- TBD	Wilby	07/06-07/28 M-Thursday 8:00-12:00	Available to all Wilby students in need of credit recovery but focused on Grades 9 and 10
Gear Up Summer College Courses	NVCC	6/26-8/2 8:00 - 12:30 M-W (classes) Thursdays college tours	Successful completion; students can earn 3 college credits
UpWard Bound Summer Experience	NVCC	6/20 - 7/21 M-F 8:30 - 1:15	Rising grade 10 & 11 students ELA, Science, math, World language instruction
UpWard Bound Rising Senior Prep	NVCC College Tour	7/24 - 7/31	Rising grade 12 students SAT Prep, FAFSA, Common App, Mastery Prep Class
Seven Angels Theatre: Youth Theatre Summer Program	Seven Angels Theatre	7/10-8/16 9-1 pm, then 1-3 pm	Summer program for middle and high school students





ESSER/ARP Monthly Expenditure Report
June 1, 2023 BOE Workshop

ESSER I

ESSER II

ARP ESSER III

Beginning Date March 2020
Ending Date September 2022

Beginning Date December 2020
Ending Date September 2023

Beginning Date May 2021
Ending Date September 2024

Total Grant : \$9,394,519

Total Grant : \$41,651,124

Total Grant : \$89,691,176

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

\$31,536,246 YTD Exp/Enc
\$10,114,878 YTD Balance

\$31,382,917 YTD Exp/Enc
\$58,308,259 YTD Balance

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



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

Waterbury Board of Education

FY2022-2023

**April
Expenditure Report**

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$9,664,779	\$9,664,779	\$7,620,907	\$0	\$2,043,872	\$9,434,387	\$230,392
511102	Teachers	\$56,903,062	\$53,652,379	\$38,769,275	\$0	\$14,883,104	\$50,905,026	\$2,747,353
511104	Superintendent	\$438,103	\$438,103	\$358,852	\$0	\$79,251	\$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	\$480,996	\$0	\$289,004	\$770,000	\$0
511108	School Psychologists	\$1,449,226	\$1,049,226	\$397,296	\$0	\$651,930	\$549,130	\$500,096
511109	School Social Workers	\$1,948,427	\$1,948,427	\$1,286,138	\$0	\$662,289	\$1,824,244	\$124,183
511110	Speech Pathologists	\$2,294,414	\$2,294,414	\$1,911,508	\$0	\$382,906	\$2,505,119	(\$210,705)
511111	Ass. Superintendent	\$165,000	\$165,000	\$133,269	\$0	\$31,731	\$165,000	\$0
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,678,104	\$2,678,104	\$1,746,394	\$0	\$931,710	\$2,325,855	\$352,249
511202	Clerical Wages	\$1,597,126	\$1,597,126	\$802,367	\$0	\$794,759	\$1,010,625	\$586,501
511204	Crossing Guards	\$357,192	\$357,192	\$307,226	\$0	\$49,967	\$405,375	(\$48,183)
511206	Educational	\$450,000	\$450,000	\$239,375	\$0	\$210,625	\$313,513	\$136,487
511212	Substitute Teachers	\$150,000	\$150,000	\$469,407	\$38,859	(\$358,265)	\$482,910	(\$332,910)
511215	Cafeteria Aides	\$80,000	\$80,000	\$51,136	\$0	\$28,864	\$80,000	\$0
511217	Library Aides	\$178,348	\$178,348	\$77,007	\$0	\$101,341	\$98,650	\$79,698
511219	School Clerical	\$2,029,527	\$2,029,527	\$1,595,424	\$0	\$434,103	\$2,088,220	(\$58,693)
511220	Fiscal Administration	\$608,440	\$608,440	\$423,866	\$0	\$184,574	\$538,408	\$70,032
511222	Transportation Coordinator	\$189,737	\$189,737	\$138,451	\$0	\$51,286	\$180,767	\$8,970
511223	Office Aides	\$170,000	\$170,000	\$120,282	\$0	\$49,718	\$153,165	\$16,835
511225	School Maintenance Non-Certified	\$2,249,645	\$2,249,645	\$1,373,993	\$0	\$875,652	\$1,757,379	\$492,266
511226	Custodians Non-Certified	\$5,388,979	\$5,266,979	\$3,538,562	\$0	\$1,728,417	\$4,446,721	\$820,258
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$199,333	\$0	\$667	\$225,000	(\$25,000)
511228	Paraprofessionals	\$9,886,881	\$9,886,881	\$7,370,367	\$0	\$2,516,514	\$9,672,818	\$214,063
511229	Bus Duty	\$265,000	\$265,000	(\$4,537)	\$0	\$269,537	\$265,000	\$0
511232	Attendance Counselors	\$125,373	\$125,373	\$96,738	\$0	\$28,635	\$127,767	(\$2,394)
511233	ABA Behaviorial Therapist	\$1,626,875	\$1,626,875	\$864,163	\$0	\$762,712	\$1,100,860	\$526,015
511234	Interpreters	\$195,456	\$195,456	\$112,591	\$0	\$82,865	\$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	\$843,556	\$0	(\$203,556)	\$72,605	\$567,395
511653	Longevity	\$9,705	\$9,705	\$8,913	\$0	\$792	\$8,913	\$792
511700	Extra Police Protection	\$683,452	\$683,452	\$204,364	\$0	\$479,088	\$683,452	\$0
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$89,205	\$0	\$118,464	\$125,000	\$82,669
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	\$53,461	\$0	\$1,539	\$55,000	\$0
529003	Meal Allowances	\$24,800	\$86,050	\$61,448	\$11,157	\$13,445	\$86,388	(\$338)
Subtotal Salaries		\$112,625,320	\$108,898,887	\$80,887,358	\$50,016	\$27,961,513	\$104,302,157	\$4,596,730

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	\$1,500,000	\$2,647,457	\$2,336,620	\$310,837	\$0	\$4,000,000	(\$1,352,543)
533009	Evaluation	\$10,000	\$10,000	\$167	\$0	\$9,833	\$167	\$9,833
533020	Consulting Services	\$325,000	\$416,694	\$130,249	\$107,728	\$178,716	\$416,694	\$0
533100	Auditing	\$54,000	\$59,500	\$47,196	\$12,304	\$0	\$59,500	\$0
539005	Sporting Officials	\$30,000	\$15,000	\$5,356	\$0	\$9,644	\$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	\$1,342,000	\$1,026,574	\$284,642	\$30,784	\$1,342,000	\$0
543011	Maintenance - Service Contracts	\$750,000	\$793,717	\$477,435	\$315,927	\$355	\$793,717	\$0
544002	Building Rental	\$562,084	\$562,084	\$370,778	\$168,106	\$23,201	\$562,084	\$0
545002	Water	\$250,000	\$250,000	\$183,065	\$0	\$66,935	\$250,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$1,871,707	\$0	\$1,258,148	\$3,052,780	\$77,075
545013	Security/Safety	\$125,000	\$129,000	\$79,883	\$44,874	\$4,243	\$129,000	\$0
551000	Pupil Transportation	\$17,461,954	\$17,861,954	\$11,703,527	\$6,157,555	\$873	\$17,967,975	(\$106,021)
553001	Postage	\$60,000	\$38,537	\$31,035	\$0	\$7,502	\$38,535	\$2
553002	Telephone	\$175,000	\$175,000	\$161,938	\$10,853	\$2,209	\$175,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$6,878	\$14,122	\$72,600	\$93,600	\$0
556055	Tuition - Outside	\$11,000,000	\$13,030,683	\$10,766,549	\$2,206,589	\$57,545	\$14,014,019	(\$983,336)
556056	Purchased Service - Outside	\$3,000,000	\$3,120,000	\$1,785,480	\$1,267,132	\$67,388	\$3,112,284	\$7,716
557000	Tuition Reimbursement	\$6,000	\$6,000	\$47,439	\$0	(\$41,439)	\$51,439	(\$45,439)
558000	Travel Expenses	\$5,000	\$7,209	\$4,641	\$0	\$2,568	\$7,209	\$0
559001	Advertising	\$32,500	\$28,769	\$20,889	\$380	\$7,500	\$21,269	\$7,500
559002	Printing & Binding	\$15,000	\$20,500	\$7,642	\$11,290	\$1,567	\$10,000	\$10,500
559104	Insurance - Athletics	\$26,000	\$20,636	\$20,636	\$0	\$0	\$20,636	\$0
Subtotal Purchased Services		\$39,967,993	\$43,785,196	\$31,105,849	\$10,912,338	\$1,767,008	\$46,159,908	(\$2,374,713)
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,404,163	\$995,277	\$279,916	\$128,970	\$1,325,193	\$78,970
561200	Office Supplies	\$78,590	\$63,197	\$40,509	\$18,266	\$4,423	\$63,197	\$0
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$0	\$0	\$2,000	\$0	\$2,000
561210	Intake Center Supplies	\$3,500	\$3,500	\$3,205	\$0	\$295	\$3,205	\$295
561211	Recruitment Supplies	\$50,000	\$50,000	\$32,181	\$13,189	\$4,630	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$1,845	\$331	\$10,324	\$12,500	\$0
561501	Diesel	\$117,535	\$121,754	\$65,587	\$56,209	(\$42)	\$121,796	(\$42)
561503	Gasoline	\$201,174	\$164,956	\$114,346	\$45,557	\$5,052	\$156,956	\$8,000
561504	Heating Oil	\$0	\$20,000	\$15,883	\$2,798	\$1,320	\$20,000	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$1,564,351	\$0	\$101,649	\$2,045,000	(\$379,000)
561507	Janitorial Supplies	\$250,000	\$272,000	\$191,769	\$27,738	\$52,493	\$272,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$46,660	\$2,621	\$719	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$144,000	\$98,747	\$36,786	\$8,467	\$144,000	\$0
561510	Building & Ground Supplies	\$150,000	\$318,864	\$240,618	\$66,620	\$11,626	\$318,864	\$0
561511	Propane	\$311,188	\$214,294	\$131,876	\$0	\$82,418	\$131,876	\$82,418
567000	Clothing Supplies	\$40,000	\$35,755	\$6,900	\$28,855	\$0	\$35,754	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,236	\$0	\$764	\$2,000	\$0
569010	Recreational Supplies	\$12,000	\$2,194	\$0	\$1,607	\$588	\$1,606	\$588
569029	Athletic Supplies	\$130,000	\$140,155	\$95,568	\$44,533	\$53	\$140,155	\$0
Subtotal Supplies/Materials		\$4,796,487	\$4,687,331	\$3,646,557	\$625,025	\$415,748	\$4,894,101	(\$206,770)

ACCOUNT	CLASSIFICATION	FY 23 ORIGINAL BUDGET	FY 23 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL 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	\$83,587	\$72,255	\$4,159	\$155,841	\$4,159
575408	Plant Equipment	\$40,000	\$83,328	\$18,193	\$4,936	\$60,200	\$83,328	\$0
Subtotal Property		\$225,000	\$258,387	\$116,398	\$77,630	\$64,359	\$253,787	\$4,599
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$11,124	\$1,251	\$625	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$17,251	\$0	\$3,449	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,298	\$0	\$203	\$9,500	\$0
589056	Waterbury Promise	\$500,000	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0
589201	Mileage	\$15,000	\$15,000	\$9,763	\$0	\$5,237	\$15,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$750	\$0	\$6,250	\$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	\$2,019,847	(\$2,019,847)
591004	Athletic Revolving Fund	\$135,000	\$120,000	\$72,262	\$0	\$47,738	\$120,000	\$0
Total Other/Miscellaneous		\$760,200	\$745,200	\$680,267	\$1,422	\$63,511	\$2,765,047	(\$2,019,847)
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$116,436,429	\$11,666,432	\$30,272,139	\$158,375,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$33,534,869	\$33,534,869	\$21,179,076	\$0	\$12,355,793	\$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	\$21,179,076	\$0	\$15,980,793	\$33,534,869	\$3,625,000
GRAND TOTAL ALL FUNDING		\$195,534,869	\$195,534,869	\$137,615,505	\$11,666,432	\$46,252,932	\$191,909,869	\$3,625,000

**CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

6/1/2023

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 Capital Improvement Budget:

FROM:

Accounting Unit	Account	Activity	Description	Amount
60180	547000	6018080099995	Capital Improvement - BOE Unallocated (Sinking Fund)	(\$161,317)

TO:

60180	575411	6018080027115	Education Capital - HVAC Repairs & Replacement	\$161,317
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TOTAL

\$161,317 (\$161,317)

Transfer to move funds from BOE Unallocated Sinking Fund to Capital Improvement which is needed to address HVAC repairs in various schools

Respectfully Submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES**WORKSHOP: Thursday, June 1, 2023****BOARD MEETING: Thursday, June 13, 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
K. Nizzardo	West Side media ctr.: Thurs., Aug. 24th 8am – 3pm (Science Prof. Learning Chemical safety Training)
W. Santarsiero	Crosby gym: Thurs., Aug. 24th 8am – 3pm (Para professional Prof. Dev.)
Dr. White	WAMS café: Tues., June 6th 3:30 – 5:30 pm (SELT leader training)

Approved_____
Ann Sweeney_____
Dr. Verna D. Ruffin
Superintendent of Schools

Hook

MAY 24 2023

SCHOOL PERSONNEL USE ONLY

DATE: 5/22/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Wendy Santarsiero

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

NAME OF SCHOOL REQUESTED: CROSBY

Auditorium Gymnasium Swimming Pool Café/Rooms

DATES REQUESTED: August 24, 2023

FROM: 8:00 (am/pm) TO: 3:00 (am/pm)

FOR THE FOLLOWING PURPOSES:

Paraprofessional PD

Wendy Santarsiero
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

MAY 24 2023

SCHOOL PERSONNEL USE ONLY

DATE: 5/24/23

TO: SCHOOL BUSINESS OFFICE

FROM: Kari Nizzardo

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

NAME OF SCHOOL REQUESTED: West Side M.S.

Auditorium Gymnasium Swimming Pool Media Center

DATES REQUESTED: August 24, 2023

FROM: 8 AM am/pm TO: 3 PM am/pm

FOR THE FOLLOWING PURPOSES:

Science Professional Learning- Chemical Safety Training in the Media Center

Kari Nizzardo
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: May 30, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Lana D. White

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium Gymnasium Swimming Pool Café/Rooms

DATES REQUESTED: June 6th, 2023

FROM: 3:30 am/pm TO: 5:30 am/pm

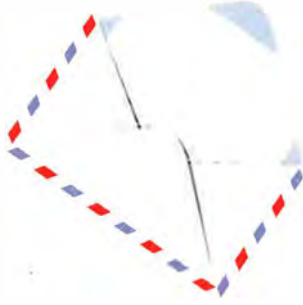
FOR THE FOLLOWING PURPOSES:

Last of our SELT leader Trainings

Ced White
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.



COMMUNICATIONS



May 17, 2023 through
May 30, 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

May 15, 2023

Christopher Suarez
183 Lime Ridge Rd.
Poughquag, NY 12570

Dear Mr. Suarez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – School Business Office for the position of Accountant I (Req. #2023896) at \$22.79 per hour. Please contact Doreen Biolo, Chief Fiscal Officer at (203) 574-8200 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 25, 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 May 18, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt of Schools
Doreen Biolo, CFO- SBO
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

May 16, 2023

Paul Schoening
12 West District Rd.
Unionville, CT 06085

Dear Mr. Schoening:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Assistant School Inspector (Req. #2023570) at \$105,000.00 per year. Please contact Michael Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 25, 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 May 26, 2023 at your regular scheduled time.

This offer is contingent upon passing results from Concentra and the City's required fingerprinting process.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

May 16, 2023

Sharon Richards
30 Hawthorne Ave.
Waterbury, CT 06708

Dear Ms. Richards:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2023918) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, May 25, 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 May 18, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd

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

Carrie Swain

From: FTAQ <newews06010@gmail.com>
Sent: Thursday, May 18, 2023 10:11 AM
To: Carrie Swain
Subject: Request to Vote Yes on Recognizing Eid as District-wide Holiday.

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 morning Dear members of Greater Waterbury Board of Education.

As muslim family living in CT for over 27 years, in Bristol, Waterbury and Now in Torrington. I am also part of Islamic School in Waterbury Assalam Islamic School, as we have over 274 kids attending Sunday school who could use EID day as Holiday from public schools. We will really appreciate the BoE considering EID as Holiday for school and having Kids off. Having two days of EID off for Muslim community will help Muslims to move to the Greater City of Waterbury which will help the City of Waterbury become stronger, and recognized in the US as a city for diversity. Thank you and my God Bless you all.

Sincerely,

Fawad Qureshi
Torrington, CT 06790
Ph. 860-294-2622



Carrie Swain

From: Ritta's world <nour.nassim@gmail.com>
Sent: Thursday, May 18, 2023 4:23 PM
To: Carrie Swain
Subject: Eid holidays

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 Mr. Swain,

My name is Nouredine Haddioui. I'm a Waterbury resident at 199 Hope S, CT 06704. I might not be able to make it to the meeting today, but I support the Eid as a holiday for all the Muslim community in the city waterbury.

Thank you so much for your cooperation.

Regards,

Nouredine Haddioui

2037257482

Carrie Swain

From: Michaela Barratt <mbarratt@racce.net>
Sent: Thursday, May 18, 2023 4:56 PM
To: Dr. Verna D. Ruffin; Carrie Swain; ANN SWEENEY; MELISSA SERRANO ADORNO; THOMAS VAN STONE SR.; CHARLES PAGANO; Rocco Orso; Margaret O'Brien; AMANDA NARDOZZI; JUANITA HERNANDEZ; LaToya Ireland; ELIZABETH BROWN
Subject: Support for recognition of Eid

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.

Superintendent Ruffin and Waterbury Board of Education Commissioners

I am Michaela Barratt, a community member and former student, and youth organizer with RACCE.

I care for our students' well-being and access to a learning environment that is culturally enriching and competent. For this reason, I am asking that the Waterbury Public School System recognize Eid as a holiday for Waterbury students. The values of our school system should reflect the cultural diversity in our city.

Students who celebrate Eid are often faced with the dilemma of missing or attending school. The freedom to practice and celebrate an individual's religion should be extended to all students. It is not a privilege that should only be granted to those of Christian faith.

Sincerely

--

Michaela Barratt

/her-she/

Youth Organizer

R.A.C.C.E.

Radical Advocates for Cross-Cultural Education

(203) 228-1427

mbarratt@racce.net

Like us on Facebook: www.facebook.com/RACCEWtby

Twitter: @racewtby

Website: racce.net

Donate:

VENMO: @RACCE

"I did then what I knew how to do. Now that I know better, I do better."

~Maya Angelou

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights
<noreply@cabe.myenotice.com>
Sent: Friday, May 26, 2023 7:00 AM
To: Carrie Swain
Subject: CABA Policy Highlights 5-26-2023

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



CABA Policy Highlights

Jody I. Goeler, Senior Staff Associate for Policy Service

May 26, 2023

The topic for May 26, 2023 issue of the CABA Policy Highlights is **End of Year Policy Considerations - Graduation Issues Reviewed.**

With graduation season fast approaching, it's a good time for school officials to review board policies, administrative regulations and local practices that govern graduation and commencement ceremonies. Several links to sample policies are included in this Policy Highlights.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education

81 Wolcott Hill Road

Wethersfield, Connecticut 06109

Phone 860-571-7446 Fax 860-571-7452

www.cabe.org



Unsubscribe from this eNotice.



Connecticut Association of Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

PRESENTS POLICY HIGHLIGHTS

May 26, 2023

End of Year Policy Considerations

Recently a story appeared out of Grand Island, Nebraska, of a student going off script from a speech he prompted ChatGPT to write. The Grand Island Independent reported that the high school senior used the generated ChatGPT speech to be selected to speak at the school's graduation ceremony. Upon submission of the chatbot-composed speech, it was reviewed and "blindly" scored by staff. The principal then assessed the scores and made the final call. Finally, the principal worked with the student to refine his message and make sure he felt confident and ready to deliver his speech.

As the future graduate stood at the podium and began delivering his remarks, it became clear as he moved beyond the generic opening the student had different plans, instead using this platform to deliver remarks critical of his school. While this is not an uncommon story, and procedures for reviewing speeches has become a more common practice over the years, the introduction of ChatGPT brings a new twist. And it certainly makes it easier for students to compose speeches either to make it through the first round for approval, or to deliver "generic" AI generated remarks to the community. Either way, it's one more thing for school administrators to consider as they prepare their school communities for the upcoming celebratory events.

As joyous and rewarding the end of a school year can be for so many, it can be a stressful time for administrators who are tasked with resolving a variety of end-of-the-year ethical and policy dilemmas – last minute decisions as to whether or not a student can graduate, grading and class rank disputes, and so much more.

Graduation Issues Reviewed: With graduation season fast approaching, it's a good time for school officials to review board policies, administrative regulations and local practices that govern graduation and commencement ceremonies. Several questions arise yearly regarding student participation in graduation, the granting of a diploma; participation in a graduation exercise, student speeches and prayer at graduation exercises emphasizing the need to implement clear school standards about graduation issues and inform students and their parents/guardians well in advance of them.

A diploma is a legal certificate indicating a student's successful completion of a prescribed course of study and requirements. Connecticut statutes establish the core requirements for a diploma (C.G.S. 10-221a).

Local districts, with sufficient notice, may add additional requirements to those specified by law. Districts are required to adopt and disseminate policy language detailing graduation requirements (C.G.S. 10-233a). Samples are available from CABE's Policy Service, (Policy #6146). Graduation is subject to successfully completing credits, with boards of education having discretion as to the manner students may earn them (C.G.S. 10-221a(f)).

Courts treat the receipt of a diploma as a constitutionally protected property interest. Court decisions generally hold that a school district cannot withhold a diploma from a student who has successfully completed the prescribed graduation requirements. The state has established a system of free public education and has made attendance mandatory; creating an expectation in students that successful fulfillment of the graduation requirements will result in the student being awarded a diploma. Therefore, once a student has fulfilled all of the graduation requirements, it is the student's right to receive the diploma. With students receiving special education services, a Planning and Placement Team (PPT) can waive some requirements. Further, students who are deaf or hearing impaired must be excused at parental request from any required world language instruction graduation requirement (C.G.S. 10-16b(b)). Also, the statutes provide for situations in which students may be excused from the physical education requirement and such requirement can be fulfilled with an elective (10-221a(e)).

Excusal is also permitted by statute from various subjects, including HIV instruction, family life education, gun safety instruction, sexual abuse and assault awareness and dissections. C.G.S. 10-69 obligates school districts to provide opportunities for adults to earn an adult education diploma. Further, boards of education are authorized to grant a diploma to a veteran of World War II, of the Korean hostilities, or of the Viet Nam Era. These are detailed in C.G.S. 10-221a(f).

C.G.S. 10-221a(g) lists other ways in which students can earn credits to graduate. These include, but not limited to, successful demonstration of mastery of subject matter content. Moreover, a school district cannot use the withholding of a student's diploma as a form of discipline. If a student has earned the diploma, it may not be withheld, even if the student has engaged in some misconduct justifying discipline. The district, however, is not obligated to issue a diploma to a student who has not fulfilled all of the state and local requirements necessary for graduation, as specified in the board's published policy (#6146 - "Graduation Requirements").

Judicial decisions provide that just because a student is eligible to receive a diploma does not mean he/she has a right to participate in a graduation ceremony. Participating in the graduation ceremony is considered a privilege and does not rise to the level of a constitutionally protected property interest. School districts may set specific requirements for participation in a graduation ceremony and may limit participation to students eligible for graduation. The requirements for participation in the graduation ceremony may be independent from the "graduation requirements" related to the granting of a diploma by the district. The rules regarding student conduct and extracurricular requirements would apply here. School districts have the right to adopt reasonable rules within existing constitutional and statutory parameters. The rules should be clear and applied fairly. Graduates may be kept from participating in commencement ceremonies for a number of reasons, including the disciplinary record, attendance, dress requirements, and outstanding financial obligations.

Exclusion from participation in the graduation ceremony may be used for disciplinary purposes, but not on an ad-hoc basis. With expectations provided in advance, students must be clearly advised of prohibited behaviors and potential disciplinary sanctions that could impact participation in the graduation ceremony.

If exclusion from graduation exercises is a possible sanction, it should be included in the district's discipline policy and/or student discipline code. This issue should also be addressed in reminders delivered to the entire senior class throughout the spring. A sample policy, #5123.3, "Graduation Ceremonies (Participation)," addresses this issue and is available upon request. It is essential that the policy clearly state what is expected of students. Schools should distribute the commencement rules well before graduation day, to ensure students and their parents/guardians know what to expect and at least have the opportunity to rectify any problems that would keep them from attending the graduation ceremony.

Some seniors may refuse to wear the traditional cap and gown to the ceremony. The district may establish rules for conduct at the graduation ceremony, clearly outlined in the student handbook, in other written communications and on the district's and/or high school's website. A dress code requiring appropriate graduation attire may be enforced. A student who violates the dress code may be prohibited from participating in the graduation ceremony. Involve students in the establishment of the graduation dress code. Keep in mind that transgender and gender non-conforming students have the right to dress in accordance with their gender identity or expression that is consistently asserted in school. Refer to policy #5145.53, "Transgender and Gender Non-Conforming Youth," and its accompanying administrative regulation, available from CABE's Policy Department, for additional guidance on such topics as official student records.

In situations where a student may not have fulfilled all the requirements for receipt of a diploma, the district could still allow the student to participate in the graduation ceremony. This option may ease situations where a student has failed some graduation requirement and is scheduled to make up the requirement during the summer. In short, the student is not guaranteed, nor provided with a diploma, but may participate in the graduation ceremony. The district could issue a blank diploma and allow students to "walk" with their class. By contrast, some districts deny the opportunity to participate unless all graduation requirements are met. A clear school policy is recommended on this issue with early dissemination to parents and students.

Another timely question pertains to the withholding of a diploma or refusal to permit a student to participate in the graduation ceremony due to an outstanding obligation or fine. The diploma should not be withheld when the student has fulfilled all graduation requirements. Moreover, official transcript requests should not be withheld. However, students could be denied participation in the graduation ceremony, if they had been given adequate notification that a condition of participation in the graduation ceremony included no outstanding fines or other obligations owed to the school. The district may adopt policy language pertaining to participation in graduation exercises that simply states that payment of all financial obligations to the district must be made as a prerequisite to the student's participation in the graduation ceremony. However, the student must still be given his/her diploma and have transcript requests fulfilled.

Another issue that comes up regularly is that of the appropriateness of prayers at graduations. Since last year's Supreme Court ruling in *Kennedy v. Bremerton School District*, school officials and legal experts have been attempting to figure out the contours of the law determining the existing balance between church and state. In the often cited case, the U.S. Supreme Court in *Lee v. Weisman*, 112 S. Ct. 2649 (1992) decided that it is unconstitutional for a public school district to include prayer by a member of the clergy in its graduation exercises. School-sponsored graduation prayer, including prayer that was nonsectarian, was ruled a violation of the Establishment Clause. The fact that a prayer is nondenominational or voluntary does not render it constitutional. A public school cannot sponsor a prayer of a particular faith at graduation or one that is non-sectarian.

Further, the prohibition against prayer at the graduation ceremony applies whether the ceremony occurs on or off campus, according to a number of court decisions.

However, whether student-led prayer at graduation is constitutional is not clear. The U.S. Supreme Court, in *Santa Fe Independent School District v. Doe* (2000), addressed the use of student-initiated, student-delivered football pregame prayers, striking down such prayers. The important question is whether the Court's decision in this case means that student-led prayer at graduation is also unconstitutional. Lower federal courts are split on this issue. The Second Circuit, which covers Connecticut, ruled in *A.M. v. Taconic Hills Central Sch. Dist.*, (2013) that school officials were within their rights to ask a middle school student to remove a traditional prayer from her "moving-up" ceremony speech.

The lack of case law in Connecticut and conflicting court decisions around the country, indicates that school boards should act cautiously and upon the advice of counsel, when deciding to have prayer at graduation ceremonies. Give careful attention to those situations when a student, selected on a neutral basis to speak, such as valedictorian, chosen for having the highest grades, decides on his/her own to express religious views, with no pressure from school officials to do so. Consider placing a disclaimer on the graduation program brochure to protect the district. Sample policies #6115.11, "Graduation Exercises-Prayer." and 6115.111, "Graduation Exercises-Student Speeches/Student Participation." provide direction and are available upon request on this issue from the CAFE Policy Service.

The CAFE Policy Service supports the Third Circuit's decision in *American Civil Liberties Union of N.J. v. Black Horse Pike Regional Board of Education* (1996) which affirmed that student-led prayer at a public high school graduation ceremony violated the Establishment Clause. If a board could circumvent the Establishment Clause by delegating decisions to students, why not delegate decisions about daily classroom prayer or mandatory religious instruction to the students as well?

School districts wishing to preserve student speech, which may be religious in content must establish a student choice process that has as its secular purpose the solemnizing of graduation by means of student expression. In addition, such student choice should be accompanied with a provision that any student speech must be nonsectarian and non-proselytizing and, as previously stated, with a disclaimer in the graduation program.

In determining whether to have student led/initiated prayer as part of a graduation exercise, keep in mind that school officials can have no involvement in selecting someone to offer a prayer. If students wish to engage in a prayer or some other form of religious activity such as a baccalaureate service, they must do so apart from the actual commencement ceremony. Moreover, attendance at such a service must be strictly voluntary. The further removed in time and place from the actual graduation ceremony, the greater the chance it will survive a legal challenge. Court decisions on this issue are firm.

District employees cannot orchestrate or supervise prayers at a baccalaureate ceremony. Baccalaureate services, wholly distinct from official graduation ceremonies, privately sponsored, voluntarily attended and led voluntarily, may constitutionally include prayers and religious sermons. School endorsement of such baccalaureate services must be avoided. A baccalaureate service is a religious service, typically including prayer, speeches, and songs with religious themes. The school must not "lend the aura of school sponsorship" to such programs nor should school officials actively participate.

The school can announce the event but may not sponsor such an event. If the school board insists on some acknowledgment of religion at the graduation exercise, a genuinely neutral moment of silence might be considered. In short, proceed with caution and only upon the advice of legal counsel.

The Anti-Defamation League (ADL) has stated that not including prayers on the occasion of graduation “sends a message promoting sensitivity and fairness to all that is consistent with the fundamental nature of American democracy.”

Source: “Graduation: Navigating a Legal Minefield,” by Elizabeth Kirby and Lisa Swem, appearing in NASSP’s “*A Legal Memorandum*,” spring 2007.

Source: “A Right or a Rite? Student’s Limited Right to Attend Graduation Ceremonies,” by Matt Minnick appearing in *Inquiry & Analysis*, NSBA, June 2012

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