

Board of Education

SPECIAL MEETING

Wednesday, October 18, 2023 – 5:30 p.m.

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

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/jF6lu7LI77M>.

A G E N D A

1. *Silent Prayer*

2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Communications*

- a) Copy of communication dated September 8, 2023 from Civil Service certifying Amy Daugerdas for the position of cafeteria Manager.
- b) Copy of revised communications dated September 11, 2023 from Civil Service certifying Chastity Hernandez, Diana Whitlock, and Leeana Rodriguez for the position of Cook.
- c) Email communication from John Theriault dated September 12, 2023 regarding Board President retirement.
- d) Email communication dated September 14, 2023 from Lucien Taylor regarding School Safety and Security Task Force.
- e) Copy of communications dated September 18, 2023 from Civil Service certifying Elaine Greco, Mildred Johnson, Lisa Lavertue, and Lyz Rosas Rodriguez for the position of Food Service Helper.
- f) Email communication dated September 19, 2023 from CABA regarding Policy Highlights.
- g) Copy of communication dated September 18, 2023 from Civil Service certifying Syreeta Aidoo for the position of School Secretary.
- h) Copy of communication dated September 19, 2023 from Civil Service to Evelyn Almodovar regarding acceptance of the position of Office Aide.
- i) Copy of communication dated September 18, 2023 from Civil Service to Leon Lawrence regarding temporary and at will employment of Temporary Maintainer I.
- j) Copy of communications dated September 19, 2023 from Civil Service to Dawn Williams, Michelle Rosa Marrero, and Debra Jenkins regarding acceptance of the position of Food Service Worker.
- k) Copy of communications dated September 19, 2023 from Civil Service certifying Christian Santiago, Jacarl Foy, Oneil Wedderburn, Waldemar Hernandez, and Todd Enamait for the position of Maintainer I.
- l) Copy of communication dated September 20, 2023 from Civil Service certifying Lauren Davino for the position of Food Service Helper.
- m) Copy of communication from Civil Service to Chaileen Rodriguez Perez regarding her voluntary demotion to Food Service Worker.
- n) Communication from CABA dated September 20, 2023 regarding the Board's submittal of a resolution proposal.

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

6. *Superintendent's Announcements*

7. *President's Comments*

8. Student Representative Comments

9. Consent Calendar

- 9.1 *Committee of the Whole:* Board of Education's 2024 Meeting Schedule.
- 9.2 *Committee on Finance:* Request approval of Amendment One (1) to the Professional Services Agreement with Student Success Agency for One-to-One Digital Counseling Mentorship.
- 9.3 *Committee on Finance:* Request approval of a Services Agreement with Pagefreezer Software, Inc. for social media archiving.
- 9.4 *Committee on Finance:* Request permission to apply for the CSDE "CT Stronger Connections Grant".
- 9.5 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Capitol Region Education Council (CREC) to provide special education programs for students.
- 9.6 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with The Connecticut Institute for the Blind d/b/a Oak Hill to provide special education programs for students.
- 9.7 *Committee on Finance:* Request approval of Amendment Five (5) to the Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum.
- 9.8 *Committee on Finance:* Request approval of a Memorandum of Understanding with New Opportunities, Inc. for New Opportunities Foster Grandparents Program.
- 9.9 *Committee on Finance:* Request approval of a Professional Services Agreement with Friar Architecture (RFP #7211) for architectural and engineering design services for elevator additions at Driggs, Generali, Tinker, and Wilson Schools.
- 9.10 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.11 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

10. Items removed from Consent Calendar

11. Committee of the Whole – Vice President Hernandez

- 11.1 Request approval of the UPSEU Local 424/Unit 69 Labor Agreement.

12. Committee on Finance – Commissioner Orso

- 12.1 Request approval of a Construction Contract with Stamford Wrecking Company (RFP #7423) for Tank Removal Project at International School.
- 12.2 Request approval of a Construction Contract with Action Air Systems, Incorporation for HVAC replacement at Wilby High School and North End Middle School.
- 12.3 Request approval to apply for the Connecticut State Department of Education Low-Performing Bond Funds Grants for six schools.

13. Superintendent’s Notification to the Board

13.1 Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Arisian, Mike	Head Swimming Coach	WSMS	11/13/23
Doms, Gregory	Soccer Coach	NEMS	10/04/23
Garcia, Juan	Head Soccer Coach	WHS	08/24/23
Hibbert, Alethia	Assistant Girls Swimming Coach	KHS	09/26/23
Katrenya, Wesley	Lead Unified Sports Coach	NEMS	09/25/23
Romaniello, Megan	Assistant Softball Coach	WCA	03/16/24

13.2 Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bautista, Fabrina	Grants Specialist – Comp. Grants	FT	\$25/hr	F UPSEU 69	Title II/A D 23-25	09/28/23
Beers, Rose	SPPT Program Coordinator	PT	\$38/hr	NONBOE	ARP ESSER SPPT 22-24	09/21/23
Brown, Aisha (rehire)	Behavior Counselor	FT	\$25/hr	F UPSEU 69	SIG 7 CHS 23-25	09/21/23
Bustamante-Murillo, Lady	Tutor Sprague	PT	\$25/hr	NONBOE	Title I/ A 23-25	10/05/23
Cavanaugh, Karen	Tutor Carrington	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Davino, Melissa	Tutor Bunker Hill	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Farrington, Gina	Tutor - Chase	PT	\$25/hr	NONBOE	Title I/A 23-25	09/18/23
Foti, Lisa	Tutor Yeshiva KTana	PT	\$34/hr	NONBOE	Title I/A 21-23	09/14/23
Freilich, Avigail	Tutor Bais Yaakov	PT	\$25/hr	NONBOE	Title I/A 22-24	10/05/23
Gay, Tifani	College & Career Coord. - Wilby	FT	\$25/hr	F UPSEU 69	ESSER II 21-23	09/21/23
Goldblatt, Daniel	Tutor Yeshiva KTana	PT	\$25/hr	NONBOE	Title I/A 22-24	10/05/23

Huyghue, Luz (job change)	Classroom Assis. Sprague	FT	\$21.47/hr	UPSEU 68	SR Prior. 23-24	10/05/23
Kaczmarczyk, Dagmara	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23- 24	09/21/23
Mead, Bryanna	Parent Liaison Kingsbury	FT	\$15.88/hr	UPSEU69	Title I/A 22-24	09/28/23
Padilla, Maureen	Crossing Guard Reed	PT	\$15/hr	SCD	General Fund	09/14/23
Parker, Grace	Tutor Rotella	PT	\$25/hr	NONBOE	Rotella 23-24	09/21/23
Perez, Juan	Accountant 2	FT	\$24/hr	UPSEU 69	IDEA P/NP 22-24	09/21/23
Peschal, MaryAnn	Tutor West Side MS	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Rivera, Ginairee	Classroom Assist. Gilmartin	FT	\$15.41/hr	UPSEU 68	SR Prior. 23-24	09/18/23
Salvador, Mary	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23- 24	09/21/23
Saslow, Devorah	Tutor Yeshiva K'Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	09/14/23
Zukauskas, Leah	Classroom Assist. Maloney	FT	\$21.47/hr	UPSEU 68	Maloney 23-24	09/28/23

13.3 We are Wallace Advisors and Wallace MTSS Team Member appointments:

<u>We Are Wallace Advisors</u>	<u>MTSS Team Members</u>
Paula Caldarone	Erich Hasemann
Dana Jannetty	Susan Burgess
Kathryn Mucciacciaro	
Katherine Bunko	
Melissa Desjardins	
Aaron Thayer	
Stacey Quinlan	
Melissa Banks	

13.4 CSDE Before and After School Program Appointments:
Digsby, Eileen – Assistant-Sub, Walsh School.

13.5 Rotella After School Program (Enrichment and Academic) appointments:

<u>Teachers</u>	<u>Administrator</u>
Jessica Bouteiller	Carla Cruess/Academic
Jennifer DeJesus	Robin Henry/Enrichment
Cheryl Faber	Dana Wallace/Sub
Rebecca Hanlon	Angela Heidgerd/Sub
Stephanie Heckman	
Lyndsy Ignacio	<u>AV Tech</u>
Mary Monroe	Antonio Coles
Krista Zaccagnini	

	<u>Clerical</u>
<u>Teacher Subs</u>	Shonda Wiggins
Dawn Biolo	
Julia Matthews	<u>Paras</u>
Monica Santovasi	Rebecca James
Jeanne Stevens	Greta Monteiro

13.6 Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Duggan	Aidoo	Syreetta	Secretary
International	Cruz	Maria	Teacher
	DeLaCruz	Yaritza	Assistant
	Delgado	Christina	Secretary
	Diodonet	Yamailys	Teacher/Sub
	Garica	Nilsa	Teacher
	Vilorio	Mindris	Assistant
	Rock	Stefanie	Teacher
	Tomasella	Diurca	Administrator
Walsh	Bilbrough	Allyson	Lead Teacher
	Courtney	Pierresaint	Admin. Sub
	Karen	Egan	Secretary
	Marissa	Jamele	Sub. Teacher
	Maureen	Wilson	Admin. Sub
	Patricia	Justs	Teacher
Washington	Albanese	Thomas	Sub Teacher
	Benzinger	Nicole	Teacher
	Boccichio	Judith	Para
	Cocchiola	Kaitlyn	Para
	Corbo	Cherie	Teacher
	Dematteis	Jennifer	Teacher
	Doyle	Kiley	Teacher
	Fitzgerald	Kris	Secretary
	Marin	Irma	Sub Teacher
	Ramirez	Inez	Administrator
	Williams	Athena	Para Sub
	Zafar	Ghazala	Para Sub

13.7 New teacher hires:

<u>Last</u>	<u>First</u>	<u>Position</u>	<u>School</u>	<u>Start Date</u>
Albanese	Ellen	Elementary School Teacher	Kingsbury	8/23/23
Anello	Gabrielle	Elementary School Teacher	Reed	8/23/23
Berisha	Karen	Elementary School Teacher	Wilson	8/23/23
Bruce	Jamel	Special Education	Wilby	8/23/23
Bruch	Franklyn	Reading/English Lang. Arts	Enlightenment	9/07/23
Casceillo	Jennifer	Social Studies	NEMS	10/10/23
Castellone	Tyler	Math	WMS	9/05/23
Dauti	Djellza	Elementary School Teacher	Reed	9/11/23

DeCicco	Elizabeth	Reading/English Lang. Arts	WAMS	8/23/23
Delk	Erika	Elementary School Teacher	Rotella	9/11/23
Geffken	Melissa	Math	WMS	9/11/23
Gilberto	Aaron	School Counselor	Wendell Cross	9/11/23
Gouveia	Taylor	Elementary School Teacher	WMS	8/28/23
Hartery	Kevin	PE/Health	Wilby	9/11/23
Hyland	Melissa	Reading/English Lang. Arts	NEMS	9/05/23
Infante	Sonia	World Languages	WSMS	8/23/23
Keane	Brandon	Social Studies	Reed	8/23/23
Kolukisa	Susan	Early Childhood	Washington	8/23/23
Marchak	Nancy	Early Childhood	Generali	8/23/23
Marchetti	Michele	Special Education	WSMS	8/23/23
Marcus	Wayne	Elementary School Teacher	Wilson	8/23/23
Nano	Denisa	Elementary School Teacher	Bunker Hill	9/14/23
Napp	Matthew	Reading/English Lang. Arts	Carrington	8/23/23
O'Connor	Timothy	Elementary School Teacher	WMS	8/23/23
Parker	William	Fine Arts	Sprague	9/14/23
Parks	Eric	Elementary School Teacher	State Street	9/25/23
Phelan	Andrew	Science	Wilby	8/23/23
Potts	Tawnesha	Special Education	State Street	8/23/23
Qosja	Blerina	Bilingual	Regan	8/23/23
Santovasi	Korin	Elementary School Teacher	Washington	8/23/23
Sargis	Kristen	Elementary School Teacher	Walsh	8/23/23
Sullo	Danielle	Library Media	Tinker	10/2/23
Texidor	Julio	Bilingual	Hopeville	8/23/23
Thomas	Richard	Math	WAMS	8/24/23
Verderame	Kayla	Other	NEMS	8/24/23
Waldron	John	Elementary School Teacher	Duggan	9/07/23
Walters	Garnet	Fine Arts	Bunker Hill	8/23/23

13.8 Resignations

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Anello, Gabrielle	Reed/Grade 3	09/25/23
Feliz, Ashley	NEMS/Grade 8 Social Studies	10/05/23
Pecukonis, Lori	WHS/Special Education	10/06/23
Rehmer, Sofia	WHS/Business	10/11/23
Silva, Heather	RMS/Grade 5	11/03/23
Vollero, Salvatore	CHS/Vice Principal	10/18/23

14. Continued Discussion ~ School Safety and Security Task Force Report.

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

16. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.1

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the 2024 Board of Education Meeting Schedule.

WATERBURY BOARD OF EDUCATION

Meeting Schedule ~ 2024

This is a required annual schedule. All meetings are subject to change. Please refer to the District's website, www.waterbury.k12.ct.us, 24 hours prior to the scheduled meeting for confirmation.

Deadline for submission of Committee Workshop Agenda Items to Superintendent/Supervisor	Committee Workshop (first Thursday of month) 5:30 p.m. (locations subject to change)	Regular Board Meeting (third Thursday of month) 5:30 p.m. Waterbury Arts Magnet School
December 28, 2023	January 4, 2024 @ Carrington School	January 18, 2024
January 25	February 1 @ Enlightenment School	February 15
February 29	March 7 @ Tinker School	March 21
March 28	April 4 @ Regan School	*April 11
April 25	May 2 @ Wilby High School	May 16
May 30	June 6 @ Gilmartin School	June 20
July 4	*July 11 @ Waterbury Arts Magnet	July 18
July 25	August 1 @ Waterbury Arts Magnet	August 15
August 29	September 5 @ North End Middle School	September 19
September 26	October 3 @ Chase School	October 17
October 31	November 7 @ Driggs School	*November 14
November 27	December 5 @ Kingsbury School	December 19

*change due to holiday

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.2

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Student Success Agency for One-to-One Digital Counseling Mentorship, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.3

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Services Agreement with Pagefreezer Software, Inc., for a three-year period, for social media archiving, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.4

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education "CT Stronger Connections Grant".

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.5

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Capitol Region Education Council (CREC) to provide special education programs for students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.6

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with The Connecticut Institute for the Blind d/b/a Oak Hill to provide special education programs for students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.7

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Five (5) to the Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.8

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Memorandum of Understanding with New Opportunities, Inc. for New Opportunities Foster Grandparents Program subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.9

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Friar Architecture (RFP #7211) for architectural and engineering design services for elevator additions at Driggs, Generali, Tinker, and Wilson Schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.10

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Group</u>	<u>Facilities and Dates/Times</u>
D. Belcher	NEMS Library: Wednesday, October 4, 2023, 7:45am – 3:00pm (Professional Development Special Education)
N. Toucet	Kennedy café: Wednesday, October 4, 2023, 8:00am – 3:00pm (Professional Development)
R. Delaney	Rotella community room: Wednesday, October 4, 2023, 8:00am – 3:00pm (District support training)
J. Miller	Sprague gym: Wednesday, October 4, 2023, 8:00am – 12:30pm (CPR/First Aid Training) Wallace Media Center: Wednesday, October 4, 2023, 8:00am – 3:00pm (IEP Training) Wallace Media Center: Wednesday, November 1, 2023, 8:00am – 3:00pm (IEP Training)
K. DiVergilio	WAMS conference room: Wednesday, October 4, 2023, 7:45am – 1:00pm (Professional Development for School Psychologists)
S. Molina	Crosby rooms 305E & 306E: Wednesdays, October 4 and November 1, 2023 8:00am – 3:00pm (Professional Development – World Language)
M. Rocco	Wendell Cross gym: Thursday, October 18, 2023, 5:00pm – 8:30pm (Hispanic Heritage Family Event)
K. Yamashita-Iverson	Maloney café: Thursday, November 2, 2023, 5:00pm – 7:30pm (Second Annual ONIGIRI Night for students & family)
A. Jorge	Wallace Media Center.: January 8, February 5, April 8, 2023, 3:00pm – 5:30pm (Multilingual learners Education Dept. staff meetings)
L. Franks-Blanchard	Wilby Media Center: Friday, October 13, 2023, 8:00am – 1:00pm (Blood Drive)
S. Carpentieri	Sprague gym: Friday, October 6, 2023, 5:30pm – 8:00pm (PTO Family Movie Night)
M. Pogodzienski	WSMS Media Center: Friday, November 3, 2023, 3:30pm – 6:00pm (First Aid & CPR training for after school teaching & administrative staff)
Y. Demirali	Sprague gym: Friday, October 13, 2023, 5:00pm – 7:00pm (Family Cultural Night)
*J. Paguay	Wallace café: Thurs., Oct. 12 th 2:45 – 4:00 pm (Hispanic Heritage Potluck event)
*L. Martin	Rotella outside grounds: Fri., Oct. 27 th 4:00 – 7:00 pm Trunk or Treat) Rotella community rm.: Thurs., Dec. 7 th to Fri., Dec. 15 th (holiday shopping)
*M. Bergin	Rotella community rm.: Wed., Nov. 1 st 8:00am – 3:00pm (Preschool Prof. Dev.)

Trunk

SCHOOL PERSONNEL USE ONLY

DATE: 10/3/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Martin

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

NAME OF SCHOOL REQUESTED: Rotella

outside grounds

Auditorium

Gymnasium

Swimming Pool

Caf /Rooms

DATES REQUESTED: October 27, 2023 (raindate - Nov. 3, 2023)

FROM: 4:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Trunk or Treat

Lauren Martin
APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: Oct 3, 2023

TO: SCHOOL BUSINESS OFFICE
FROM: Lauren Martin

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

NAME OF SCHOOL REQUESTED: Rotella

Auditorium Gymnasium Swimming Pool Café/Rooms

Community Room

DATES REQUESTED: Dec. 7, 2023 - Dec. 15, 2023
FROM: all day am/pm TO: all day am/pm

FOR THE FOLLOWING PURPOSES:

Community Room - Holiday Shopping.
Room must be kept locked.

Lauren Martin
APPLICANT

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Please note the following provisions:

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

hook

SCHOOL PERSONNEL USE ONLY

DATE: August 22, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Rotella School

- Auditorium Gymnasium Swimming Pool Café/Rooms
- Computer Room Community ✓ Art Room ✓

DATES REQUESTED: November 1,, 2023

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:



Preschool Professional Development



Hook up for computer; screen

Maureen Bergin
APPLICANT

Please note the following provisions:

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.11

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

GROUP	FACILITIES AND DATES/TIMES
Bais Yaakov of Wtby.	Rotella auditorium. February 22, 28, 29, 2023, 6:30pm – 10:00pm (rehearsals)
I. Selengut	March 3, 2023, 9:30am – 4:00pm (for performance)

REQUESTING WAIVERS

Albanian Lang. Sch.	Maloney classrooms: Sundays, October 15, 2023 – April 28, 2024	
E. Himaj	9:30am – 1:00pm (teach Albanian Language & culture)	(\$3,782.)
East Mountain Sports	W. Cross gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 9am-6pm	(\$18,480.)
R. Godsil	Rotella gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 9am-6pm	(\$18,480.)
	Gilmartin gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 9am-6pm	(\$18,480.)
	Generali gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 1-6pm	(\$11,088.)
Catholic Academy	Gilmartin gym: Saturday. December 16 & Sunday, December 17, 2023	
O. Macklin, A.D.	8:30am – 4:30pm (basketball games)	(\$1,512)
Team Locked In	Bucks Hill gym: October 7, 2023 – January 28, 2024, Saturdays,	
A. Johnson	10:00am – 2:00pm (basketball program)	(\$3,150.)
*Lady of Mt. Carme	Tinker gym: Saturdays, November 4 thru March 9	
J. L. Egan	9am – 5pm (basketball program)	(\$6,048.)
*Health/Injury Prevention	Rotella gym or café: Sundays, 10/22 through 11/19/23, 7:30am-1:00pm	(\$420)
S. Cassidy	(Police Department Agility Testing)	

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

East Mt. Sports	W. Cross café: October 12, 19, & 26, 2023, 5:00pm – 7:00pm (basketball signups)	
R. Godsil	W. Cross gym: November 13, 2023 – March 29, 2024, Monday – Friday, 6:00pm – 9:00pm	
	Rotella gym: November 13, 2023 – March 29, 2024, Monday – Friday, 6:00pm – 9:00pm	
Grandville Academy	Reed café: Tuesday, October 24, 2023, 6:00pm – 7:30pm	
M. Mosley	(Open House to explain their program)	
Waterbury PAL	Chase gym: September 19 – November 30, 2023, Tuesday & Thursday, 6:00pm – 9:00 pm	
M. Macary	Kennedy aux gym: September 21 – December 14, 2023, 7-9pm, Tuesday & Thursday	
Gilmartin Comm. Club	Gilmartin café: Tuesday, October 17, 2023, 7:00pm – 9:00pm (members meeting)	
Neighb. Housing Services	Duggan café: Tuesday, October 24, 2023, 5:30pm – 7:45pm	
I. Blake	(Community Informational Meeting)	
Yeshiva K' Tana	Maloney parking lot: Sunday, November 12, 2023, 10:30am – 12:30pm	
Rabbi Karr	(for additional parking if needed)	
Catholic Academy	Gilmartin gym: November 2, 2023 – March 15, 2024	
O. Macklin, AD	Monday, Tuesday, Thursday, Friday, 6:00pm – 9:00pm (basketball program)	
CT. Royalty	Rotella gym: October 3 – November 9, 2023, Tuesday & Thursday, 6:00pm – 9:00pm	
T. Inabinett	(basketball program)	
Team Locked In	Bucks Hill gym: October 9, 2023 – January 29, 2024, Monday thru Thursday,	
A. Johnson	5:30pm – 9:00pm (basketball program)	
*Our Lady of Mt. Carmel:	Tinker gym: Mon. thru Fri. November 4 – March 9	
J. L. Egan	4:00pm – 8:00pm	
*Health/Injury Prevention	Crosby track: Sundays, 10/22 through 11/19/23, 8:00am-12:00pm	
S. Cassidy	(Police Department Agility Testing)	

Book

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

CONTRACT#

APPLICANT JOHN L. EGAN NAME OF ORGANIZATION Our Lady of Mt Carmel
ADDRESS 76 TEDESLO DR WTBY CT 06708 TELEPHONE # 203.528.5325
(street) (city) (state) (zip code)
SCHOOL REQUESTED TINKER DATES SAT 11/4 thru 3/9 ROOM(S) GYM
OPENING TIME _____ CLOSING TIME _____ PURPOSE BASKETBALL PRACTICE + GAMES
ADMISSION (if any) SAT 9 AM none 5 PM CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20
SIGNATURE OF APPLICANT John L. Egan DATE OCT 5, 2023
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$6,048.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ INSURANCE COVERAGE YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

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

*Saturdays
Nov 4 - Mar. 9
9 AM - 5 PM*

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



APPLICANT/ORGANIZATION: OUR LADY OF MOUNT CARMEL

Please check below specific item(s):

Building Usage Fees Custodial Fees

SCHOOL/ROOMS REQUESTED: TINKER GYM

DATE(S): _____	TIMES: <u>1x</u>
DATE(S): _____	TIMES: _____
DATE(S): <u>SATURDAYS 11/4-3/9</u>	TIMES: <u>9 AM - 5 PM</u>
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____

OCT 5th 2023
Date

John Egan
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____	\$ <u>4,048.</u>	\$ _____
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT#

Book

APPLICANT JOHN L. EGAN NAME OF ORGANIZATION Our Lady of Mt Carmel
ADDRESS 76 TEDESLO DR WTBY CT 06708 TELEPHONE # 203.528.5325
(street) (city) (state) (zip code)
SCHOOL REQUESTED TINKER DATES M-SAT 10/4 thru 3/9 ROOM(S) GYM
OPENING TIME 4 PM CLOSING TIME 8 PM PURPOSE BASKETBALL PRACTICE & GAMES
ADMISSION (if any) none CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20
SIGNATURE OF APPLICANT John L. Egan DATE OCT 5, 2023
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

*Monday thru Friday
4pm - 8pm*

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

Track

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

CONTRACT#

APPLICANT Sean Cassidy NAME OF ORGANIZATION Complete Health & Injury Prevention, LLC

ADDRESS 275 Valley Service Road, North Haven TELEPHONE # 203-235-5865
(street) (city) (state) (zip code) Cafe OR

SCHOOL REQUESTED Rokilla MS DATES 10/22 + 11/19 ROOM(S) Gym, Bathrooms Truck

OPENING TIME 7:30 Am CLOSING TIME 1:20 pm PURPOSE Police Physical Agility Test

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO 0

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN _____

SIGNATURE OF APPLICANT [Signature] DATE 10/16/2023

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$420.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
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- PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
- IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

Sundays
OCT. 22nd
Nov. 19th

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

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

* Organization: Complete Health & Injury Prevention, LLC



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

APPLICANT/ORGANIZATION: Complete Health & Injury Prevention, LLC.

Please check below specific item(s):

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: Rotella -

DATE(S):	<u>Oct. 22</u>	<u>Gym</u>	TIMES:	<u>7³⁰ AM - 1 PM</u>
DATE(S):	<u>Nov. 19</u>	<u>Cafe</u>	TIMES:	<u>7³⁰ AM - 1 PM</u>
DATE(S):	_____	_____	TIMES:	_____
DATE(S):	_____	_____	TIMES:	_____
DATE(S):	_____	_____	TIMES:	_____
DATE(S):	_____	_____	TIMES:	_____

10-17-23.
Date

S.C.
Signature

jsm

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____	\$ _____	\$ _____
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT#

APPLICANT Sean Cassidy NAME OF ORGANIZATION Complete Health & Fitness Performance
ADDRESS 275 Valley Service Road, North Haven TELEPHONE # 203-235-5865
(street) (city) (state) (zip code)
SCHOOL REQUESTED CROSBY DATES 10/22 + 11/19 ROOM(S) Track
OPENING TIME 8am CLOSING TIME 12pm PURPOSE Police Physical Agility Test
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO 0
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 10/16/2023
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: _____

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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Sundays
OCT. 22nd
Nov. 19th

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the UPSEU Local 424/Unit 69 - Administrative Support Staff Collective Bargaining Agreement (CBA) for the period of June 30, 2022 through June 30, 2026.

**OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY
MEMORANDUM**

To: Board of Education
From: Attorney Emily Cadman
Date: October 10, 2023
Re: Executive Summary of 2022-2026 UPSEU Local 424 - Unit 69
(Administrative Support Staff) Collective Bargaining Agreement

Enclosed please find a proposed successor Collective Bargaining Agreement (“contract”) between the UPSEU Local 424 - Unit 69 (Administrative Support Staff) and the Waterbury Board of Education, which was negotiated pursuant to Connecticut General Statutes Section 7-467, *et seq.* (the “Municipal Employee Relations Act”). This memorandum represents a summary of the changes to the parties’ contract as a result of a tentative agreement reached by the parties. The Union voted to ratify the tentative agreement on September 13, 2023.

Duration:

Article XXII

July 1, 2022 – June 30, 2026

Wages:

Article XIII

2022-23 (Year 1): 3.0% General Wage Increase for all employees

- Projected cost of Year 1 = \$77,220.55

2023-24 (Year 2): 2.5% General Wage Increase for all employees

- Projected cost of Year 2 = \$66,280.97

2024-25 (Year 3): 2.25% General Wage Increase for all employees

- Projected cost of Year 3 = \$61,144.20

2025-26 (Year 4): 2.25% General Wage Increase for all employees

- Projected cost of Year 4 = \$62,519.94

- **Section 2b:** Increases base salary for network technicians making less than \$23.00 hourly as of June 30, 2022 by \$2.00/hr.
- **Section 2c:** Increases base salary for parent liaisons making less than \$19.00 hourly as of June 30, 2022 to \$19.00/hour.

Insurance:

Article XVII

2022-23 (Year 1):

- Employee Premium Cost Share remains at 21%

2023-24 (Year 2):

- Employee Premium Cost Share remains at 21%

2024-25 (Year 3):

- Employee Premium Cost Share increases to 22%

2025-26 (Year 4):

- Employee Premium Cost Share increases to 23%

Other Contract Changes:

- **Article III, Section 4:** Adds additional types of information to be provided to the Union regarding new hires to include job title, worksite location, hire date, work phone number, work email, and rate of pay.
- **Article IV:**
 - **Section 1:** Increases the workday of parent liaisons from 6 hours to 7 hours.
 - **Section 2:** Adds language requiring the Board to provide written notice to employees who are transferred.
- **Article V:**
 - **Section 2:** Modifies the timing of when the Board is to provide a list of employee hire dates and seniority status to the Union.
 - **Section 4:** Adds language to clarify that order of employee layoffs and recalls are dictated by seniority.

- **Section 5:** Changes layoff notice requirement from 14 days in advance to 30 days in advance.
 - **Section 7:** Adds language providing that in the event of a layoff, an employee will be paid out for all accrued vacation and personal days, provided that he or she works during the notice period.
- **Article VII:**
 - **Section 4:** Adds language that an employee may take personal time to make up for lost hours due to inclement weather.
 - **Section 7:** Adds language prorating personal days for employees hired after July 1st.
 - **Section 11:** Modifies the timeframe for payout of vacation pay upon retirement or death from next pay period to within 30 days.
- **Article XIV, Section 3:** Adds language to life the insurance provision to clarify that any questions about coverage or payment shall be determined by the life insurance carrier.
- **Article XIX, Section 2b:** Makes new hires eligible to enroll in the City's 403b Plan or 457 Plan.
- **Article XX:** Creates an education incentive for employees through tuition reimbursement (up to \$400/course) for successful completion of college-level courses.
- **Article XXI, Section 3:** Added new language providing for the timely investigation and response related to unsafe working conditions reported.

COLLECTIVE BARGAINING AGREEMENT

By and Between

Waterbury Board of Education

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

WATERBURY BOE

ADMINISTRATIVE SUPPORT STAFF

Local 424 - Unit 69

July 1, 2022 through June 30, 2026

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WATERBURY BOARD OF EDUCATION

AND THE

UNITED PUBLIC SERVICE EMPLOYEES UNION
Waterbury BOE Administrative Support Staff
Local 424 -Unit 69

July 1, 2022 through June 30, 2026

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ARTICLE I RECOGNITION

Section 1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the employees, whose positions are enumerated in Appendix A attached to this Agreement and made a part hereof, for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment as certified by the C.S.B.L.R. in Case No. ME-30.7S7, Dec. No. 4714.

Section 2. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meaning:

- a. "Board" shall mean the Board of Education, City of Waterbury;
- b. "Employee" or "Employees" shall mean those personnel who are members of the bargaining unit certified by the C.S.B.L.R., and who occupy the positions described in the Certificate of Representative, dated November 17, 1971, issued by the Connecticut State Board of Labor Relations in Case No. ME-2193, Decision No. 1026. The parties hereto agreed that the positions covered by this Agreement and encompassed within the bargaining unit are the positions enumerated in Appendix A. Subject to the provisions of Article II, Section 2 hereof, the parties further agree that the term "employee" or "employees" covers only the positions described in Section 1 and the terms does not include Supervisors or any other personnel employed by the Board of Education.
- c. The term "in pay status" as used in this Agreement shall be defined to embrace the following situation: an employee is receiving compensation (e.g., workers' compensation or vacation pay or paid sick leave or other paid leave) from the Board;
- d. The word "parties" shall be defined to mean, unless the contract clearly indicates otherwise, the Board and the Union;
- e. The term "school year" shall mean, unless the contract clearly indicates otherwise, the period from July 1 of a given year through June 30 of the next succeeding year.

ARTICLE II MANAGEMENT RIGHTS CLAUSE

Section 1. The parties agree and recognize that the employees covered by this Agreement are employed by the Board in the Office of Educational Grants in connection with educational programs enumerated in the Preamble hereof, which programs are entirely funded and paid for (at least as to the wages and/or economic benefits of the employees herein) by the federal and/or state governments under such educational legislation as the Federal Elementary and Secondary Education Act and the State of Connecticut Act for Disadvantaged Children. The parties recognize that these programs are funded on a year-to-year basis only and in the event that either the Congress, the Department of Health, Education and Welfare, and/or the Connecticut Legislature or Connecticut State Department of Education withdraw funding for any and/or all of the said programs which the employees herein assist in administering and implementing, or change the

standards in terms of educational objectives or budgetary allocations or priorities, then the Board will no longer be able to continue these programs and retain the employees herein in the employ of the Board.

The parties further recognize that the decision to continue any given educational program, quite independent of the availability of funding for the program, is in the sole discretion of the Board. In the event that the Board decides to revise or realign its educational priorities and terminate any or all programs, then the employees hereunder will not be required to be retained by the Board and the Board may terminate their services. However, the Board agrees that it will not utilize a simple name change of a program or of a job title describing the employees hereunder as a device to terminate the services of an employee covered hereunder or to deprive an employee hereunder of any of the benefits of this Agreement; that is if the substantive educational objective and framework of a given program is continued by the Board during the life of this Agreement, then the Board agrees that it will not assert that a mere change in name of a program or of a job title of the employees herein (without a substantive change in the program or a substantive change in the job requirements of the position) is a basis for any claim by the Board that it is not bound by the terms of this Agreement or that the employees are not entitled to the benefits of this Agreement. Otherwise, the Board shall have the exclusive right to determine whether it wishes to continue or terminate any given program.

The parties further recognize that the obligation of the Board to fulfill any provisions of this Agreement is expressly limited to, and expressly contingent upon, the receipt of the federal state grants which are the sole source of economic benefits of this Agreement.

Section 2. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

a. the right to prescribe and enforce reasonable work rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Board shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning same. The City shall bargain over the impact, if any, of the Board's decision;

b. the right to assign work to employees, including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification;

c. the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as required by this Agreement;

d. the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;

e. the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;

f. the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;

g. the right to layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons;

h. the right to discontinue services, positions, operations or programs in whole or in part and;

i. the right to transfer or subcontract, in whole or in party, work performed by the bargaining unit if, in the sole judgment of the Board, it can be done more economically, effectively or expeditiously as a result of such action.

ARTICLE III UNION RIGHTS/DUES CHECKOFF

Section 1. All employees covered by this Agreement who have submitted a Union membership application shall pay dues to the Union.

The Union agrees to defend and hold the Board harmless as the result of any claim by an employee arising from the provisions of this section.

Section 2. The Board agrees to make arrangements with the Payroll Department of the City of Waterbury to deduct from the paycheck of each Union member, a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union, which sum is specified to be Union dues.

Section 3. These deductions will be made bi-weekly on the same payday of each month, as specified by the Board and the Grants Payroll Office of the Board and agreed to by the Union, during the ten-month period from September of a given calendar year through June of the next succeeding calendar year in an amount which represents 1/10th of the annual union dues; that is, each monthly deduction shall be an amount which is the equivalent of one-tenth of the annual union dues. In the event that Agency Fee union deductions become permissible by State and/or Federal Law, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by the Union. The parties further agree that such Agency Fee union deductions shall be remitted to the Union either weekly, bi-weekly or on a monthly basis.

Section 4. The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) school days the following information as it relates to new hires: 1) first and last name; 2) job title; 3) worksite location; 4) hire date; 5) available contact information to include work phone number and work email; and 6) rate of pay.

Section 5. The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

Section 6. There shall be no discrimination, coercion, intimidation, interference or restraint by the Board or any of its agents against any employee because of membership in the Union or participation in Union activity.

ARTICLE IV HOURS OF WORK, WORK ASSIGNMENTS, HIRINGS, DISCHARGE AND PROBATION

Section 1. The employees covered by this Agreement are 10-month and 12-month employees. The work year for 10-month employees shall be the school year. The Board, in its sole discretion, may schedule up to five (5) additional work days immediately before the beginning of the work year and up to five (5) additional work days immediately after the end of the work year. Subject to the right of the Board to alter the hours of work for bona fide reasons geared to the needs of the educational programs, the hours of work for all 10-month and 12-month employees, including parent liaisons*, shall be seven (7) hours per day based upon a normal Monday through Friday, five-day work week. The Board shall have the right and authority to change work year, work week, or daily work hours, including starting and stopping times.

*Parent liaison work schedules shall increase from six (6) hours to seven (7) hours per day on the first day of the first full pay period following the effective date of this Agreement.

Section 2. The right and authority to hire employees, to transfer and/or assign employees to the Office of Educational Grants itself or to one of the offices of anyone of the program sites (e.g., the Wilson Early Childhood Center), to make work schedules, including starting and stopping hours, to change the work year, work week, or daily work hours, and to make work assignments is vested exclusively in the Board, the Superintendent of Schools or his/her designees. In the event of a transfer, the Board shall provide written notice to the Union and the affected employee.

Section 3. In all cases of determining an employee's qualifications for a job assignment within any of the programs, the final judgment rests with the Board and/or Superintendent of Schools or designee. Any employee deemed unqualified shall be entitled to hear from the Superintendent of Schools or his/her designees, with or without the presence of his/her steward as he/she may desire, the reasons why he/she has been adjudged unqualified.

Section 4. In an effort to fairly distribute overtime opportunities among employees within the same classification and the same office, the Board agrees to offer overtime opportunities to eligible employees on a rotating basis based on seniority. An employee will be eligible for an

overtime opportunity if the employee has indicated an availability to work overtime, is working on the work day the need for overtime arises, and is qualified to perform the overtime work. A qualified employee is one who has the requisite experience and training to perform the work. The Board is not obligated to provide any training to employees to enable employees to perform work associated with overtime opportunities. The Board's decision as to whether an employee is qualified to perform the overtime work is not subject to the grievance procedure.

Section 5. An employee shall be compensated at the overtime rate of one and one-half (1½) times his/her hourly rate of pay for all hours worked above forty hours in a work week.

ARTICLE V SENIORITY

Section 1. Seniority will be defined as an employee's total length of service since his/her most recent date of hire with the Board of Education in a bargaining unit for which UPSEU Local 424 is recognized as the bargaining representative. In the event a 10-month employee is hired into a 12-month position, the employee's past seniority shall be pro-rated for purposes of calculating seniority in the 12-month position (i.e., each year of service as a 10-month employee shall equal 10/12 of a year of service for purposes of the 12-month position).

Section 2. The Board shall provide annually a list of employees, showing their most recent dates of employment, and their seniority to the union on or before October 1st and July 1st of each contract year.

Section 3. For the purpose of layoff, seniority shall be defined as an employee's total length of service in the classification within the bargaining unit. In the event of layoff, those employees with the least seniority in each classification (e.g., Secretary I, II, etc.) shall be laid off first provided the more senior employees have the ability to perform the required work. Employees shall have the right to bump less senior employees in previously held lower classifications provided they are qualified and immediately capable of performing the required work, as determined by the Board.

Section 4. Laid-off employees shall have recall rights for two (2) complete years from their date of lay-off, or for a period equal to their length of seniority, whichever period is shorter. Recall shall be in order of seniority, in that the most senior person on layoff status shall be recalled first.

a. No new employee(s) shall be hired into a classification while employee(s) are on lay-off with recall rights to the same classification.

Section 5. The BOE shall give the Union and any affected employee written notice of layoff, at least thirty (30) days prior to the proposed effective date of the layoff. Such notice shall state the reason for such action and shall delineate the names of affected employees and number of positions the City proposes to eliminate.

Section 6. Any job or position openings in the bargaining unit shall be posted for a period of five (5) working days. Employees interested in bidding for the job openings will notify The

Office of Educational Grants in writing prior to the expiration of the five (5) days.

a. In determining the granting of a request for assignment to job or position openings, the Superintendent or his/her designee shall consider the following:

1. The qualifications of the employee.
2. Seniority.
3. Experience in the building.
4. The needs and educational interests of the School District.

Section 7. In the event of a layoff, any affected employee shall be paid for all accrued vacation and personal days provided that he or she worked all scheduled days during the notice period.

Section 8. The Board will notify 10-month employees of summer work opportunities whenever practicable. The decision to hire an employee for a summer work opportunity shall be in the sole discretion of the Board.

Section 9. In all transfers, all employees shall be paid the appropriate rate of pay in the bargaining unit he/she is transferred to in accordance with his/her seniority with the Board of Education.

Section 10. Provisions of Article V shall not be construed to be in conflict with the Federal/State grant requirements. The employer and the Union will meet to attempt to resolve conflicts, should they arise.

Section 11. When an employee, who was previously eligible for benefits, transfers from another bargaining unit not represented by the United Public Service Employees Union to this bargaining unit, with no break in service, then he/she brings with him/her the years of service credit for vacation and longevity time and sick bank. This credited service does not count towards layoff, seniority, or bumping rights.

Section 12. Any employee hired for a position covered by this Agreement shall work a probationary period of six (6) months. During this probationary period, a new employee will have no seniority entitlement (which seniority entitlement is prescribed in Article V hereof) and shall have no right or recourse to the Grievance Procedure, prescribed in Article VIII hereof. Such employee, upon successful completion of the said probationary period, shall acquire seniority back to his/her original date of hire. The Board may extend the probationary period up to the amount of lost time during the first six (6) months. The Board may unilaterally extend an employee's probation for up to an additional three (3) months at its sole discretion.

ARTICLE VI JOB SECURITY

Subject to Civil Service Rules and Regulations, incumbent employees within the bargaining unit shall be retained with full seniority and other rights and benefits under the Agreement, should the City of Waterbury assume administration of the Office of Educational Grants and other programs under its jurisdiction. The City shall retain all the rights and privileges set forth in this Agreement, including management rights.

At any time during the term of this Agreement, the City shall have the right, pursuant to applicable law, to require that the Civil Service Commission administer the hiring and promotion of bargaining unit positions. The Board shall have the obligation to bargain with the Union over the impact of such decision as required by applicable law.

ARTICLE VII LEAVE PROVISIONS

Section 1. For the purposes of this Article, sick leave is defined as absence from work because of non-service connected illness or injury or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof. Loss of time from work occasioned, or necessitated, by maternity disability shall be considered to be a sick leave as defined herein.

Section 2. Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the Board and shall carry forward unused sick leave accumulated. The sick leave eligibility shall be one and one-quarter (1/4) days per month for each month of the school year that the employee is in pay status. The said unused sick leave carried forward to this Agreement together with the sick leave eligibility accrued in accordance with the formula prescribed herein shall be limited to 100 days.

The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time to time. The accrual unit may be calculated each year based on the number of scheduled school days.

In the event that an employee suffers a prolonged and serious physical illness or injury and has used all of his sick leave and personal leave, employees may donate up to ten (10) sick days each per school year. The total number of sick days donated to an employee may not exceed sixty (60) sick days over the course of his employment. Donated sick days may not be used during the first twenty (20) work days of an absence.

Section 3. An acceptable medical certificate signed by a licensed physician may be required of an employee by the Human Capital Office to substantiate a request for sick leave for the following reasons:

- a. Any period of absence consisting of more than three (3) consecutive work days;

b. To support a request for such leave during annual leave (i.e., during the paid vacation period prescribed by Article XVI, hereof);

c. Any absence from work if previous absences from work occur frequently, habitually, or abusively (e.g., absences occurring immediately before or after weekends, holidays, and other time off) provided that prior to the absence, the employee has been warned in writing, or notified, by his/her department head, that such certification will be required.

Section 4. In the event of a snow day or other scheduled school day when school is called off, 12-month employees may take a vacation or personal day. 10-month employees may take a personal day for any snow day. "Snow days" are defined as days when schools are closed due to severe snow conditions.

When the Waterbury public schools are delayed or dismissed early due to severe snow conditions, 12-month employees may adjust their work schedule according to the delayed starting time or the early dismissal time and charge any lost work time against accumulated vacation or personal time.

Ten-month employees are expected to work their regularly scheduled work hours at all times. In the event a 10-month employee is unable to work his regularly scheduled work hours due to inclement weather, the employee may work beyond the end of his regular work day or may use personal time to make up for hours lost. The Board, in its sole discretion, may release a 10-month employee from work with pay due to inclement weather. The Board's decision to release or not release a 10-month employee with or without pay shall not be subject to the grievance procedure.

Section 5. In each instance encountered, each employee shall be granted leave of up to 3 working days without loss of pay in the event of a death in his/her immediate family. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, sister, brother, step-parents, step-children, brother-in-law, sister-in-law, or any foster parent/child or any relative domiciled in the employee's household.

In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of the employee, one (1) day of Funeral Leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

The employee must notify the Board as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the Board all pertinent information as requested on the Funeral Leave Forms provided by the Board.

Section 6. An employee may be granted a leave of absence without pay by the Board (e.g., maternity leave) in accordance with the Family Medical Leave Act, 29 USC Section 2612 as amended and the City's policy, in effect on July 1, 2014.

Section 7. Each employee who was an employee on July 1 of the pertinent school year shall be granted four (4) personal days, as a day off with pay, within the school year subject to the demands of service as determined by the Superintendent of Schools or his/her designee, provided the employee is an employee (as defined in this Agreement) on the date of the personal day and provided, further, that he/she has satisfactorily completed his/her probationary period as a new employee. Employees hired after July 1 shall have personal days prorated according to the following schedule, which is subject to the satisfactory completion of the employee's probationary period; employees hired on or before November 1 of any given school year shall be granted two (2) personal days. Unused personal days may not be carried over to the following year. Except in an emergency situation, a request for the personal day shall be made by the employee to the Superintendent of Schools or his/her designee at least one week prior to the date of the requested personal day.

Section 8. In the event of retirement (as retirement is hereinafter defined) or death, an employee, or the employee's estate, shall receive, as terminal pay, his/her then accumulated sick leave valued at the applicable rates in use at the time of death or retirement. For the purpose of this Section, an employee will be deemed to have retired if he resigns from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or fifteen (15) years of service and sixty-five (65) years of age. Neither an employee terminated for cause nor an employee hired or rehired after April 9, 2003 shall be entitled to this benefit.

Section 9. If a member of the unit is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis and mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her accumulative sick leave.

Section 10(a). Jury Duty. An employee who is summoned and reports for jury duty (examination as a prospective juror and/or actual service as a juror) as prescribed by applicable law shall be paid a jury duty pay, an amount equal to the length of his/her necessary absence from work during his/her normal work day hours multiplied by his/her regular straight time hourly rate of pay for a maximum of seven (7) hours in any day, less any statutory juror fees received by the employee.

Section 10(b). In order to be eligible for jury duty pay prescribed by Section 9(a) hereof, an employee:

- a. must have been scheduled to work on that day;
- b. must immediately notify the Superintendent of Schools or his/her designee after receipt of notice of report to jury duty;
- c. must have reported for work on any day during the period of jury duty when he/she was not necessarily absent from work on account of jury duty;

d. must furnish a certificate of jury service showing the time of reporting and the time of dismissal on each day for which jury duty is claimed and the amount of all statutory juror fees received by him/her.

Section 10(c). The provisions of Section 10 (a) and (b) hereof shall not apply in cases of any jury duty on a Saturday or Sunday or any day that the employee is not regularly scheduled to perform work because of a school recess or otherwise.

Section 11. When an employee's services terminate because of death or retirement, vacation pay shall be granted to such employee or to his/her estate in accordance with the vacation entitlement under this Agreement. The Board shall make such payment within thirty (30) days following the effective date of death or retirement. For purposes of this Section, an employee will be deemed to have retired if he resigned from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or, fifteen (15) years of service and sixty-five (65) years of age.

Section 12. Military Leave. The Board shall grant military leave pursuant to State and Federal law and shall be in compliance with the Uniformed Services Employment and Reemployment Rights Act.

Section 13. Work-Related Illness or Injury. An employee injured in the performance of and during the course of her/his employment with the Board, shall be paid benefits in accordance with the Connecticut Workers' Compensation Act.

If at any time during the period of an employee's injury leave or thereafter, the Board receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the Board may terminate the employee from service following a pre-termination hearing. The Union may appeal such decision subject to an arbitrary and capricious standard.

If eighteen (18) months from the date of the work-related illness or injury, the employee is unable to return to full duty, the Board may separate the employee from employment. The Union may appeal such decision subject to an arbitrary and capricious standard.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. The most effective accomplishment of an employee's work for the Board requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the Board to address the grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after formal appeal and review.

Section 2. Any employee who has a complaint that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement or of a condition

affecting his/her health or safety, may process a grievance in accordance with the procedures specified herein and shall have the right to have Union representation present at any step in the grievance procedure if he/she so desires.

Step 1: An employee with the Union shall first present his/her grievance to the Superintendent of Schools or his/her designee within ten (10) days (excluding Winter and Spring Recess) of the occurrence giving rise to the grievance. The Superintendent of Schools or his/her designee shall make careful inquiry into the facts and circumstances of the complaint in an attempt to resolve the problem promptly and fairly. He shall give his answer to the employee, and the Union, in writing, within fifteen (15) working days from the time the grievance is submitted to him.

Step 2: The Union or Superintendent or his/her designee may, within fifteen (15) calendar days of the issuance of the decision of the Superintendent in Step ~1, request, in writing, with a copy of the request to be sent to the other party, the mediation services of the Connecticut State Board of Mediation and Arbitration.

Step 3: In the event mediation does not resolve the grievance, or has not been requested, either the Union or the Board may request in writing, with a copy of the request to the other party, that the Connecticut State Board of Mediation and Arbitration provide arbitration service. However, the Board or the Union may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same; to either the American Arbitration Association or the Alternative Dispute Resolution Center. The original written request for arbitration service must be made within ten (10) calendar days of the receipt of notification (oral or written, whichever occurs first) from the Mediator that the Mediator is unable to resolve the grievance by means of his Mediation Service, or receipt of the written decision of the Superintendent.

Section 3. All questions submitted to arbitration under the terms of this Agreement shall be submitted in accordance with the rules and regulations then prevailing of the Connecticut State Board of Mediation and Arbitration or, where applicable, the rules of the American Arbitration Association or the Alternative Dispute Resolution Center.

Section 4. The Arbitrator and Arbitration Panel shall have no power to add to, subtract from or modify any of the terms of this Agreement.

Section 5. The Arbitrator's award shall be made in writing and shall be rendered within the time limit prescribed by the then current rules of the Connecticut State Board of Mediation and Arbitration or, where applicable, the American Arbitration Association or the Alternative Dispute Resolution Center. The decision of said arbitrator shall be final and binding on both parties and on all employees.

Section 6. Any expenses incidental to mediation and/or arbitration shall be borne equally by both parties although each party shall be responsible for its own legal fees associated with mediation and/or arbitration. However, in the event either the Union or the Board exercises its option under Step- 3 to use the American Arbitration Association or the Alternative Dispute

Resolution Center, the filing and Arbitrator fees shall be borne by the removing party.

Section 7. Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Board's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step.

Section 8. The parties agree that all notices and other documents involved in the Grievance Procedure beyond Step 2 must be emailed or sent via Certified mail, return receipt requested.

Section 9. The Employer shall send copies of all warnings or other disciplinary measures to the Union president and the Union representative.

**ARTICLE IX
HOLIDAYS**

Section 1. The following days are hereby designated as holidays for 10-month and 12-month employees unless otherwise noted and shall be paid for, at the employee's normal rate of pay for one workday, under the following conditions when not worked:

New Year's Day	Independence Day*
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

*Only for 12-month employees

For each year of this Agreement, the Board shall have the discretion to select the dates on which Lincoln's Birthday and Washington's Birthday shall be celebrated.

Section 1(a). To qualify for holiday pay, the employee must be in pay status for the last scheduled working day prior to and the first schedule working day subsequent to the holiday. The parties agree that 10-month employees shall be entitled to the Labor Day Holiday pay if he/she is in pay status on the last day of school in a given academic year and on the opening day of school in the succeeding academic year.

Section 1(b). The 12-month employee holiday must fall on a regularly scheduled work day except:

- a. Any holiday falling on Sunday shall be observed on the following Monday;
- b. Any holiday falling on Saturday shall be observed on the preceding Friday.

Section 1(c). 10-month employees shall observe the listed holidays on the date listed in the annual school calendar.

Section 2. If a holiday occurs during an employee's paid sick leave, he/she shall receive full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his/her sick leave allowance.

Section 3. If a holiday occurs during an employee's scheduled vacation, he/she shall be granted an extra day off without loss of pay.

**ARTICLE X
PRESERVATION OF RIGHTS**

Section 1. The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically

relinquished or abridged by this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of the Agreement.

Section 4. Severability. Should any provision herein be deemed unlawful or otherwise found to be unenforceable during the term of this Agreement or during any holdover period after its expiration, all other provisions of this Agreement shall remain in full force and effect

ARTICLE XI UNION ACTIVITY

Section 1. The Union shall notify the Board, in writing, of the names of all officers and stewards who are employees of the Board.

Section 2. Union activities required to administer this Agreement shall be carried on with the approval of the Superintendent of Schools and/or his designee in such a manner as not to interfere with the educational process of any of the programs. In the event it is necessary to present a grievance step during normal work hours and the employee requests the presence of a steward or other authorized Union representative at this step, then the steward or Union official (who is an employee) shall continue to be paid during the time that he/she is acting in behalf of the employee. However, no compensation shall be paid to any employee or any steward or any Union official for any Union activity, including representation at any step in the grievance procedure, which occurs beyond the normal work hours.

Section 3. The Board agrees that the Union may place a bulletin board, or be given a like posting area, for notices and information concerning Union affairs and matters of interest to Union members in an appropriate place in the schools or in the Business Office of the Superintendent of Schools or his/her designee. The exact sites of the "bulletin board" or the notice posting place shall be determined by the Administrator in charge of the school building or the Superintendent of Schools or his/her designee, as appropriate.

Section 4. The City will allow no more than a total of six (6) days per year of paid leave to the bargaining unit for the purpose of attending Union conferences, provided that no more than one (1) employee is off at a time, that written request is submitted to the employee's supervisor as soon as possible but no less than two (2) weeks prior to the leave and that approval is subject to the operational needs of the school system.

**ARTICLE XII
NO STRIKE OR LOCKOUT**

During the life of this Agreement, there shall be no strikes, slowdowns, suspension of work or stoppage of work by any employee or employees in any part of the Board's operation dealing with the programs covered by this Agreement or otherwise. There shall be no lockout by the Board of any employee. The prohibition against strikes, slowdowns, suspensions, or stoppage of work in this Section shall be in addition to the prohibition as by State Statute made and provided.

**ARTICLE XIII
WAGES**

Section 1. Wages for incumbent employees in the bargaining unit shall be increased according to the following schedule:

a. Effective and retroactive to July 1, 2022, the hourly rate for all members of the bargaining unit shall be adjusted by a general wage increase of three percent (3.0%).

b. Effective and retroactive to July 1, 2023, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-half percent (2.5%).

c. Effective July 1, 2024, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-quarter percent (2.25%).

d. Effective July 1, 2025, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-quarter percent (2.25%).

Section 2a. Appendix B attached hereto and made a part of this Agreement, lists hiring rates for employees filling vacancies in Secretary I, II, and III positions during the terms of this Agreement. Hiring rates for such positions shall be increased by the negotiated increases and established for the periods which conform to contractual years of this Agreement.

Section 2b. The base salary for all network technicians making less than twenty-three dollars (\$23.00) hourly as of June 30, 2022 shall increase by two dollars (\$2.00) per hour. The base salary for all network technicians making more than twenty-three dollars (\$23.00) hourly as of June 30, 2022 shall increase by seventy-five cents (\$0.75) per hour. These adjusted salaries shall serve as the base salary for the purpose of calculating salary adjustments in accordance with the GWI the parties agree to effective July 1, 2022.

Section 2c. The base salary for all parent liaisons making less than nineteen dollars (\$19.00) hourly as of June 30, 2022 shall increase to nineteen dollars (\$19.00) per hour effective July 1, 2022. The adjusted base salary of \$19.00 shall serve as the base salary for the purpose of calculating salary adjustments in accordance with GWI the parties agree to effective July 1, 2022.

Section 3. The Union understands that the Board has been paying the employees covered by this Agreement on a bi-weekly basis; the Union agrees that the Board reserves the right to establish or change the pay period for employees upon two weeks' notice.

Section 4. Each employee shall be entitled to participate in the City's 457 Deferred Compensation Plan.

Section 5. Work in a Higher Classification

a. An employee who is assigned to perform work above their classification will be compensated at a rate of \$30.00 additional per week or the minimum rate for the higher classification, whichever is greater. In the event a bargaining unit employee is assigned to act or is provisionally assigned to work a position outside of the bargaining unit, the parties will negotiate the impact of the assignment.

b. This will be applicable only after the employee has worked five (5) days in the higher classification and provided the employee performs the work required by the job specification(s) of this said higher classification during the period of time the employee is assigned to perform such duties.

c. This will not be applicable to a situation where work in the higher classification is specifically required by the definition of the employee's regular classification, or where the employee is being given the opportunity to train for the higher classification.

Section 6. Network Specialists Incentive

On July 1 of any contract year a one-time-only two and one-half percent (2.5%) wage adjustment shall be granted to any Network Specialist who has attained a Bachelor's degree in computer science or has achieved one or more of the following qualifying certifications:

- Microsoft
- A+
- Cisco
- Network

It is understood that only one such adjustment shall be made and that the achievement of a degree or an additional qualifying certifications in any subsequent contract year shall not entitle the Network Specialist to another wage adjustment.

Section 7. By January 1, 2020, all employees shall authorize the Board to pay wages via direct deposit at a banking institution chosen by the employee.

**ARTICLE XIV
INSURANCE**

Section 1. Employees may elect the current medical, prescription and dental plans as

follows:

a. Health Insurance

Each employee shall be eligible to elect the following health care options effective the first of the month following date of hire or during the City's designated open enrollment period(s):

1. Effective July 1, 2023, the Open Access Plus (OAP) Plan with the following co-payments:

- \$25 for office visits;
- \$30 for visit to specialist
- \$50 for urgent care
- \$175 for emergency room
- \$250 for outpatient surgery
- \$350 inpatient hospitalization

There is unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two persons, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two persons, and family coverage. The maximum "out-of-pocket" expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two persons, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the others plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on reenrollment as the administrator requires and are permitted by law.

1 (b). Prescription Drug Benefits

Employees who enroll in the Open Access Plus (OAP) Plan shall enroll in the Cigna's Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Cigna's allowance.

1 (c) Dental Plan

Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage

associated with the above referenced medical plans is the Cigna Dental Plan. The following shall apply to this plan:

100% and 50% coverage for services as outlined in the Plan documents.

A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage. The deductible shall not apply to certain services as outlined in the Plan documents.

A calendar year maximum of \$1,000 per participant.

Dental coverage may not be elected independent of the City's medical coverages.

Section 2. Premium Cost Sharing.

Employee premium cost sharing shall be by payroll deduction and shall be as follows:

a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents who meet the criteria set forth in the insurance carrier's plan description:

Effective July 1, 2020: 21%

Effective July 1, 2024: 22%

Effective July 1, 2025: 23%

b. Prescription. Each employee who is enrolled in the prescription plan shall pay the following portion of the premium or premium equivalent:

Effective July 1, 2018: 20%

Effective July 1, 2024: 21%

Effective July 1, 2025: 22%

c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

d. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such planes) as are required to allow employees to elect participation in:

i. flexible spending account for medical expense reimbursements; and/or a dependent care assistance plan.

These plans shall be established and administered in accordance with Internal Revenue

Code requirements.

e. If the Board receives notice that the total cost of a group health insurance plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, federal statute or federal regulation, during the terms of this contract, the Board and the Union will, upon request of the Board, engage in mid-terms negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (“MERA”).

Section 3. Life Insurance. The City shall provide, without charge to the employee, life insurance equal to one and one-half (1.5) times the annual base salary of the employee rounded up to the next one thousand dollars (\$1,000), provided that this amount does not exceed the rules of the City’s designated life insurance carrier and plan. The City reserves the right to change carriers or plans, provided that the coverage amounts remain the same. Any questions concerning coverage eligibility and payment of benefits pertaining to a life insurance claim shall be determined by the insurance carrier in accordance with the provisions of such policy.

Section 3a. In addition to the life insurance provided in Section 3, employees may purchase, at the employee’s cost, supplemental life insurance coverage, subject to the following conditions:

a. Supplemental life insurance shall equal the amount of the employee’s annual base salary, rounded up to the next one thousand dollars (\$1,000).

Employees participating in supplemental life insurance coverage prior to the effective date of this Agreement, shall have the right to continue such coverage throughout the life of this Agreement. Deductions from the employee’s pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee’s pay cycle.

Section 3b. Health and Wellness Incentive. Any employee who voluntarily participates in any health and wellness initiative offered by the City, as such initiatives may be offered from time to time, shall be eligible for an incentive payment or offer, which shall be set exclusively by the City. This provision shall not be subject to negotiation or the grievance procedure so long as participation in any health and wellness initiative remains voluntary.

Section 4. Change of Carrier. The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. “Comparable” means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not “comparable” to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed

upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties. The network of providers must be seventy-five percent (75%) of the network on July 1, 2008. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.

Section 5. Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

Section 6. In the event coverage becomes available through the State of Connecticut Insurance Plans, the Union and the City may at any time request the other party to enter into discussions regarding inclusion of the bargaining unit in such plans. Such discussions shall not constitute negotiations under MERA or Special Act 01-1.

Section 7. Those employees who are participating in the City's medical insurance plan at the time of retirement (as that term defined in Article VII, Section 7), and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be allowed to purchase such medical insurance plan as the City provides to its employees, as such plans may change from time-to-time and subject to the same conditions as may exist at any time for employees, until such time that the employee becomes eligible for Medicare or for medical insurance from another employer, whichever event occurs first. In order to continue to be eligible for coverage, retirees and their covered spouses must elect Medicare Part B upon becoming eligible for Medicare. The retiree may enroll his/her spouse at the time of retirement. Employees terminated for cause shall not be eligible for this benefit. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

Section 8. Retired employees or their spouses, who are eligible for Medicare at the time of retirement or become eligible for Medicare subsequent to retirement (as that term is defined in Article VII, Section 7), and has been participating in the City's medical plan prior to becoming eligible pursuant to the terms of this Article must enroll in both Medicare Part A and B and shall be responsible for any premiums for Medicare Part A and B in order to continue to be eligible for medical insurance and may purchase a Medicare Supplemental Program through the City provided the City offers such a Program on the date the employee becomes eligible for Medicare. To be eligible for the benefit, employees must opt into the Medicare Supplemental Program no longer than six (6) months (or less if the provider of the Program requires a shorter period of time) after becoming eligible for Medicare. Employees terminated for cause shall not be eligible for participation in this program. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

Section 9. For the purposes of the benefit plans set forth in this Article, “eligible dependent” shall be a spouse or child who meets the criteria set forth in the insurance carrier’s plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

ARTICLE XV VACATION

Section 1. For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

Section 2. A 12-month employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week upon successfully completing his probationary period;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than six (6) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the six (6) years of service;

d. An employee who has completed seven (7) years of service from the date of hire, in pay status, shall be entitled to one day of vacation time off equivalent to one work day, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the sixth year until a maximum of four work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service.

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period

of time that the employee is not in pay status.

f. For the purposes of this Article an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month.

g. Employees hired prior to April 9, 2003 shall accrue vacation time pursuant to the vacation accrual language of Article XVI, Section 2(a)-(d) of the 1997-2000 collective bargaining agreement attached hereto as Appendix C.

h. The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time-to-time. The accrual unit may be calculated each year based on the number of scheduled school days.

Section 3. An employee shall be granted his/her vacation time off by seniority preference subject to the demands of service. Employees must take vacation at times when school is not in session and must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week, prior to the effective date of the request) to take a lesser period of time as vacation time off. The aforesaid one-week "prior request" provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.

Three-week's vacation time off may be deferred into a succeeding school year and accumulated by a 12-month employee with the approval of the Superintendent of Schools or his/her designee. Such approval shall not be unreasonably denied by Superintendent of Schools or his/her designee.

Section 4. A 12-month employee may elect to receive his/her vacation pay up to a maximum of two (2) weeks in lieu of taking the paid time off he/she is entitled with the permission of his/her supervisor.

Section 5. When a 12-month employee's services are terminated by the Board of Education because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him/her as per the provisions of Section 2, subparagraphs b, c, d, or e hereof, plus any approved deferred vacation, which deferred vacation is prescribed by Section 3 hereof.

Section 6. In lieu of vacation days, 10-month employees shall be paid an amount equal to 5 regularly scheduled work days for the December recess and the same amount for the spring recess, regardless of the length of the designated recess.

**ARTICLE XVI
AUTO USAGE**

Section 1. The Superintendent of Schools and his/her designee shall establish a list of “Automobile Travel Allowance” of personnel required to use their own private automobiles in the performance of their duties. Such personnel shall be reimbursed at the most current I.R.S. mileage reimbursement rate.

Section 2. Each employee who is reimbursed for auto usage shall transmit to the Department of Finance a copy of the Certificate of Insurance covering his/her private auto indicating the name of the insurance company and agent, and amounts of coverage for bodily injury in the amounts of at least \$100,000.00 per person, and \$300,000.00 per occurrence, and property damage liability in amounts of at least \$20,000.00 per occurrence, or a combined single limit of \$300,000.00. The City of Waterbury shall be listed as an additional insured on said liability insurance. Failure of the employee to transmit said Certificate to the Department of Finance within thirty (30) days of receipt by the employee of authorization to receive reimbursement pursuant to Section 1 or within thirty (30) calendar days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

Section 3. Each employee shall be provided parking at no cost. Nothing in this section shall be construed as requiring the City to remove parking from any other group of bargaining-unit employees to accommodate the parking needs of this bargaining unit.

**ARTICLE XVII
LONGEVITY**

Section 1. Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the last longevity amount received. There shall be no further increases in any employee’s longevity amount for the duration of his/her employment.

Section 2. No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible for or receive any longevity pay.

Section 3. Longevity payments, as hereinbefore prescribed, shall be paid to employees in their regular paycheck on the first pay period of the month of December in each calendar year. The parties agree that the inclusion of the longevity payment in the employee’s regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

**ARTICLE XVIII
DISCIPLINARY ACTION**

Section 1. No employee who has completed his/her probationary period shall be removed, dismissed, discharged, suspended, demoted or disciplined in any manner except for just cause. If any employee is disciplined, and, in the judgment of such employee action is taken by the Board

without just cause, he/she may file an appeal in writing in accordance with the grievance procedures outlined in Article VIII.

Section 2. The Board and/or the Superintendent or his/her designee shall have the exclusive authority to terminate any employee for just cause.

Just cause for discharge shall include but not be limited to the following offenses:

- a. Insubordination
- b. Conviction of a felony or a misdemeanor involving moral turpitude.
- c. Willfully giving false statement to supervisors, officials, the public or the Board of a serious nature.
- d. Discovery by the Board of a false statement in an application.
- e. Refusal to be examined by a Board authorized medical physician when so directed by the Board.
- f. Inefficiency, misconduct or inability to perform the work of the position satisfactorily.
- g. Tardiness in excess of 15 minutes on four (4) separate occasions during a school year;
- h. Unauthorized leaves of absence, which are defined as leaves taken which are not pursuant to contract, law or written approval of the Superintendent of Schools or his/her designees, in excess of a total of four (4) days in a school year;
- i. Unsatisfactory work performance;
- j. Action or conduct detrimental to the program(s) or students in the program(s) or the Board in general;

ARTICLE XIX PENSION AND RETIREMENT

Section 1. Employees of this bargaining are covered under the Federal Social Security Act. The Employee will contribute the federally required amount.

Section 2a. Employees shall be entitled to participate in the City's 403b or the 457 Plan, as those Plans may change from year-to-year.

Section 2b. New hires shall have the option to enroll in either the 403b or 457 Plans.

Section 2c. The employer is not obligated to make any contribution to either the 403b or the 457 Plans.

**ARTICLE XX
EDUCATION**

Section 1. The Board agrees to train Employees who are required by the Board to start using updated/new software.

Section 2. The Board of Education will reimburse bargaining unit members for tuition (up to \$400.00 per course) upon the successful completion (grade B or higher) of work-related courses given by state-approved, college-level educational institutions. For reimbursement, the course must be pre-approved by the Board or its designee prior to registration by the bargaining unit member. The decision of the Board or its designee shall not be subject to the grievance procedure.

**ARTICLE XXI
SAFETY AND QUALITY OF WORK LIFE**

Section 1. The Union shall appoint One (1) member to serve as a representative on the Waterbury Board of Education Executive Safety Committee. The Union shall provide notification to the Committee Chair upon initial appointment and any subsequent changes.

Section 2. The Union shall appoint One (1) member to serve as a representative on any building safety committee so long as the building is one in which at least one (1) member of this Union is assigned. The Union shall provide notification to the chair and/or organizer of the building safety committee regarding the union representative appointed and any subsequent changes.

Section 3. The Board will investigate timely all complaints from the Union regarding unsafe working conditions. The Board will respond timely to any substantiated complaint regarding an unsafe working condition.

**ARTICLE XXII
DURATION OF CONTRACT**

Section 1. This Agreement shall be effective July 1, 2022, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement and shall remain in effect through June 30, 2026.

Section 2. The parties agree that this Agreement, or any successor Agreement renewed per the terms of Section 1 hereof, may be terminated prior to the termination date prescribed by Section 1 of Article II, in the event that the Board does not receive adequate funds, or receives a reduced amount of funds or if the funds previously allocated are cut or terminated; which funds are received from state and/or federal sources as delineated in Section 2 hereof and which funds are utilized to carry on those educational programs which are described in the Preamble.

Section 3. Upon termination or reduction of grant funds, there will be no residual liability on the part of the City of Waterbury to make payments under this Agreement.

IN WITNESS HEREOF, the parties have hereunto caused their hands and seals to be signed on this day _____ of _____, 2023.

WITNESS

WATERBURY BOARD OF EDUCATION

BY: _____
Verna D. Ruffin, Ed, D., Superintendent

WITNESS

UPSEU Local 424-Unit 69

William George, Local President

WITNESS:

UPSEU

Kevin E. Boyle, Jr.
UPSEU President

APPENDIX A

- o Accountant 1
- o Accountant 2
- o Bilingual Language Assessor Manager
- o Bilingual Receptionist
- o Bookkeeper
- o Business Administrative Assistant
- o Center Assessment Facilitator
- o Clerical
- o Community Liaison
- o Computer Technician Master
- o Data Entry Clerk
- o Facilitator
- o Grant Coordinator Facilitator
- o Instructor
- o Language Assessor Manager
- o Network Administrator
- o Network Specialist
- o Office Manager
- o Payroll Clerk
- o Parent Liaison
- o Secretary I
- o Secretary II
- o Secretary III
- o Senior Network Specialist
- o Tech Center Coordinator Facilitator

APPENDIX B

Hiring Rates for Secretary Positions During the Term of the Agreement

Effective Date	Position	Hiring Hourly Rate
7/1/2022	Secretary I	\$ 15.49
	Secretary II	\$ 17.00
	Secretary III	\$ 18.09
7/1/2023	Secretary I	\$ 15.88
	Secretary II	\$ 17.43
	Secretary III	\$ 18.54
7/1/2024	Secretary I	\$ 16.24
	Secretary II	\$ 17.82
	Secretary III	\$ 18.96
7/1/2025	Secretary I	\$ 16.61
	Secretary II	\$ 18.22
	Secretary III	\$ 19.39

APPENDIX C

July 1, 2005 – June 30, 2008

ARTICLE XV VACATION

Section 1. For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

Section 2. An employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week within the second six (6) months of his/her service;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than five (5) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed five (5) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the five (5) years of service;

d. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to one day of vacation time off equivalent to one work day, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the fifth year until a maximum of four work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service.

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period of time that the employee is not in pay status.

f. For the purposes of this Article an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month.

Section 3. An employee shall be granted his/her vacation time off by seniority preference, throughout a subject year, subject to the demands of service. Any employee must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week prior to the effective date of the request) to take a lesser period of time

as vacation time off. The aforesaid one-week “prior request” provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with Stanford Wrecking Company for Tank Removal Project at The International Dual Language School, subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: October 6, 2023

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

FROM: Nicholas J. Albini, Chief Operating Officer



RE: Construction Contract for Removal and Backfill of Underground Storage Tank at International Dual Language School (RFP #7423) with Stamford Wrecking Co.

The Education Department respectfully requests your review and approval of a construction contract for removal and backfill of an underground oil storage tank at International Dual Language School in the amount of \$48,510, which includes a \$2,310 owner-controlled contingency for work requested and approved by the Education Department under the scope. The contract was initiated under the Request for Proposal #7423 in which two responses were received with Stamford Wrecking, Company deemed the most qualified.

The project consists of removal and disposal of an underground oil storage tank and associated piping and concrete pad, including backfill and paving at the International Dual Language School. The project is being funded through the American Rescue Plan Act/Elementary and Secondary Schools Emergency Relief funds (ARPA/ESSER). All services will be completed within 90 days from the start of the project. Stamford Wrecking has performed satisfactory in the past on City and Education Department projects.

The Education Department will have a representative present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your continued assistance on this matter.

JPY 10.5.23 (V2)

**Construction Contract
for
Tank Removal Project
at
The International Dual Language School
between
City of Waterbury
and
Stamford Wrecking Company**

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 **STAMFORD WRECKING COMPANY**, located at 30 Nutmeg Drive, Trumbull, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7423** for removal, disposal and backfill of and oil storage tank, piping and concrete pad (the "Project") at The International Dual Language School; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7423**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract for the Project.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "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 removal, disposal and backfill of and oil storage tank, piping and concrete pad at The International Dual Language School located at 116 Beecher Avenue in Waterbury, Connecticut, 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** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

JPY 10.5.23 (V2)

- 1.1.1 City's **RFP No. 7423**, incorporated by reference;
- 1.1.2 Addendum 1 to **RFP No. 7423** (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. 7423**, dated September 18, 2023, consisting of 47 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. 7423**, 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 consisting of a demolition plan prepared by AI Engineers, Inc., dated September 21, 2022, and a site map prepared by City of Waterbury Bureau of Engineering dated June of 2022 (see **Attachment A**, which contains the link to the Site Map);
- 1.1.8 State of Connecticut Prevailing Wage Schedule dated August 15, 2023, and related information, consisting of 9 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 **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. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

JPY 10.5.23 (V2)

- 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. 7423**;
- 1.2.5 **RFP No. 7423** including City of Waterbury, Board of Education, **RFP No. 7423, Attachment A** “Scope of Services/Technical Specifications”;
- 1.2.6 Contractor’s Price Proposal;
- 1.2.7 Contractor’s Response; and
- 1.2.8 Drawings.

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

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

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

2.3. ARPA/ESSER. The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it.

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

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibility to examine and to be thoroughly familiar with the City’s bid document, including, but not

JPY 10.5.23 (V2)

limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

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

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7423** (collectively, the "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

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

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

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

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

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the 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.

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

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

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

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

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

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

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and

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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.

3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are 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. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.16. Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and 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 are present, that will or may have direct contact with a student's while providing services 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 contact with a student. The contractor agrees the "direct contact" shall include

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the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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; at the onset, KBE Building Corporation is so designated.

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract **sixty (60) consecutive calendar days** from the City's issuance of a Notice to Proceed and shall reach Final Completion **on or before ninety (90) consecutive calendar days** from the City's issuance of a 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 ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

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5.2.1.1 The Contractor shall pay to the City the sum of the greater of **five hundred and 00/100 dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

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

6. Compensation. The City shall compensate the Contractor for the satisfactory provision of all the goods and services set forth in this Contract as follows in this Section. 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 **FORTY-EIGHT THOUSAND FIVE HUNDREN TEN DOLLARS (\$48,510)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

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- i. \$46,200 (base payment); and
- ii. \$2,310 (**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(C) 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 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 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.

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6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7423** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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:

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6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, 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. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the

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Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting 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.

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9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State

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of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

11.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

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

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

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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: **\$2,000,000.00** each occurrence and **\$2,000,000.00** Aggregate.

11.4.5 Builder's Risk Insurance: coverage equaling the monetary value of the construction components of the Project, including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

11.4.6 Contractors Pollution Liability Insurance: **\$1,000,000.00** each claim, **\$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 shall be no exclusion for hazardous materials , including but not limited to asbestos or lead.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, and KBE Building Corporation, and all affiliated entities and each of their respective 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

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approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder’s Risk as their interest may appear”**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year

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prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

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

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

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

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

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

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who

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are small contractors; and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

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

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as 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:

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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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order 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.

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

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

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

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

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

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

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.

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i.** "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii.** "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii.** "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv.** "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v.** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi.** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii.** "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii.** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower-tiered (level) providers of construction work.

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

- i.** at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii.** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii.** at least seventy percent (70%) of all "new hires" (as that term is

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defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

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

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

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

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

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

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

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

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

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions

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to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due 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

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above.

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

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

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

15. Place Holder.

16. Termination.

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

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as the services performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

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

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not 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

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third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, 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.

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

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

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

18.2. The Contractor is responsible for and shall control 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

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connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

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

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City

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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,

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and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP No. 7423** and (ii) the Contractor's Bid response to **RFP No. 7423**, dated September 18, 2023. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent

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by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Stamford Wrecking Company
30 Nutmeg Drive
Trumbull, CT 06611

City: City of Waterbury
City Hall
235 Grand Street
Waterbury, CT 06702

With a copy to: Office of Corporation Counsel
City Hall
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.

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

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

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

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

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

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

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

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

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

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

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

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

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute,

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

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

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 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 – initially KBE Building Corporation.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

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- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

SIGNATURE PAGE FOLLOWS

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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:

STAMFORD WRECKING COMPANY

By: _____
Stephen Goldblum, President

Date: _____

FINAL CONTRACT for Stamford Wrecking RFP 7423
Tank Removal at International School

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ATTACHMENT A

FINAL CONTRACT for Stamford Wrecking RFP 7423
Tank Removal at International School

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ATTACHMENT B

FINAL CONTRACT for Stamford Wrecking RFP 7423
Tank Removal at International School

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ATTACHMENT C

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with Action Air Systems, Incorporated (RFP #7804) for HVAC replacement at Wilby High School and North End Middle School, subject to any non-substantive changes approved by the Corporation Counsel's office.



Nicholas J. Albini

Chief Operating Officer

(203) 346-2340

nalbini@waterbury-k12-ct.us

EXECUTIVE SUMMARY

DATE: October 10, 2023

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

FROM: Nicholas J. Albini, Chief Operating Officer 

RE: Construction Contract for HVAC Replacement at Wilby High School/North End Middle School Complex (RFP#7804) with Action Air Systems, Incorporated

The Education Department respectfully requests your review and approval of a construction contract for HVAC Replacement at Wilby High School and North End Middle School Complex in the amount of \$3,406,500, which includes \$150,000 owner-controlled contingency for work requested and approved by the Education Department under the scope. The contract was initiated under the Request for Proposal #7804 in which two responses were received with Action Air Systems, Incorporated deemed the most qualified.

The project consists of complete replacement of HVAC equipment at the Laural Hill Complex (Wilby High School and North End Middle School), including controls, wiring, and chiller delivery coordination. The project is being funded through the American Rescue Plan Act/Elementary and Secondary Schools Emergency Relief funds (ARPA/ESSER). All services will be completed within one year from the start of the project. Action Air Systems, Incorporated has performed satisfactory in the past on City projects.

The Education Department will have a representative present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your continued assistance on this matter.

c: Dave Heavener, Mike Konopka

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**Construction Contract
For
HVAC Replacement
at
Wilby High School
and
North End Elementary School
between
City of Waterbury
and
Action Air System, Inc.**

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **ACTION AIR SYSTEMS, INC.**, located at 131 Adams Street, Manchester, Connecticut 06042, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7804** for HVAC replacement at Wilby High School and North End Elementary School; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7804**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "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 performing HVAC replacement for the system serving Wilby High School and North End Middle School at 568 and 534 Bucks Hill Road, respectively, in Waterbury, Connecticut, 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** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are

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

- 1.1.1 City's **RFP No. 7804**, incorporated by reference;
 - 1.1.2 Addendums 1 and 2 to **RFP No. 7804** (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. 7804**, dated September 2023, consisting of 30 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. 7804**, 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 Silver Petrucelli Associates consisting of 12 pages, dated August 4, 2023, and plans and project specifications consisting of 616 pages (see **Attachment A**, which contains the link to the Site Map);
 - 1.1.8 State of Connecticut Prevailing Wage Schedule, dated August 9, 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 **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. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component

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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. 7804**;
- 1.2.5 **RFP No. 7804** including City of Waterbury, Board of Education, **RFP No. 7804, Attachment A** “Scope of Services/Technical Specifications”;
- 1.2.6 Contractor’s Price Proposal;
- 1.2.7 Contractor’s Response; and
- 1.2.8 Drawings.

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

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

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

2.3. ARPA/ESSER. The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it.

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 No. 7804** (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. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and

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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 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.

3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are 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. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.16. Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and 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 are present, that will or may have direct contact with a student's while providing services 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

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1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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; at the onset, KBE Building Corporation is so designated.

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract **three hundred thirty-five (335) consecutive calendar days** from the City's issuance of a Notice to Proceed and shall reach Final Completion **on or before three hundred sixty-five (365) consecutive calendar days** from the City's issuance of a 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

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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 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. 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 MILLION FOUR HUNDRED SIX THOUSAND FIVE HUNDRED DOLLARS (\$3,406,500)** (hereafter referred to as "Total Compensation") with the basis for

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payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$3,256,500 (base payment); and
- ii. \$150,000 in 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(C) 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 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 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

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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 No. 7804** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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.

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, 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.

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8. Passing of Title and Risk of Loss.

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

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

8.3. After Project equipment, materials, etc. are delivered to the Project 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 including the Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting 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, including the Board of Education, 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

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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, including the Board of Education, 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, including the Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to

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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 its Boards, including the 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 from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

11.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 products and completed operations 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**

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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: **\$5,000,000.00** each occurrence and **\$5,000,000.00** aggregate.

11.4.5 Builder's Risk Insurance: coverage equaling the monetary value of the construction components of the Project, including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City and its Boards, including the Board of Education, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

11.4.6 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 shall not be any exclusions under said policy for any hazardous materials, including asbestos and lead.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Boards, including the 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 as an additional insured and provide waiver of subrogation on all policies

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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 Boards, including the Board of Education, and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor

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

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

12.4.1 Definitions – For purposes of this paragraph:

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

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

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

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

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

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

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following Set –Aside requirements:

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

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

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as 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:

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

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

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

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order 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

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subcontractors and suppliers of materials on such public works or quasi-public agency project.

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

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

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

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

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

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

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

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Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i.** "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii.** "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii.** "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv.** "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v.** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi.** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii.** "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii.** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

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

- i.** at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii.** at least twenty-five percent (25%) of construction trade jobs

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shall go to Apprentices and/or Basic Skilled Workers, and

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

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

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

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

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

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

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

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business days 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.

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i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

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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.

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.

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

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

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not 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

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rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

18.2. The Contractor is responsible for and shall control 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.

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change

JPY 10.12.23

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

JPY 10.12.23

by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 7804** and **(ii)** the Contractor's Bid response to **RFP No. 7804**, dated September 2023. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are

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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: Action Air Systems, Inc.
131 Adams Street
Manchester, CT 06042

City: City of Waterbury
City Hall
235 Grand Street
Waterbury, CT 06702

With a copy to: Office of Corporation Counsel
City Hall
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

JPY 10.12.23

matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

JPY 10.12.23

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

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

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

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

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

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

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City

JPY 10.12.23

upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 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 – initially KBE Building Corporation.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

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- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the 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.

FINAL CONTRACT for Action Air RFP 7804
Wilby/North End HVAC Replacement

JPY 10.12.23

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

ACTION AIR SYSTEMS, INC.

By: _____
Vincent J. Savino, President

Date: _____

FINAL CONTRACT for Action Air RFP 7804
Wilby/North End HVAC Replacement

JPY 10.12.23

ATTACHMENT A

FINAL CONTRACT for Action Air RFP 7804
Wilby/North End HVAC Replacement

JPY 10.12.23

ATTACHMENT B

FINAL CONTRACT for Action Air RFP 7804
Wilby/North End HVAC Replacement

JPY 10.12.23

ATTACHMENT C

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.3

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the six (6) Connecticut State Department of Education 2024 Low-Performing Schools Bond Funded Grants as listed:

1. Low-Performing Bond Funded Grants (CSDE) for Crosby High School
2. Low-Performing Bond Funded Grants (CSDE) for Kennedy High School
3. Low-Performing Bond Funded Grants (CSDE) for Wilby High School
4. Low-Performing Bond Funded Grants (CSDE) for North End Middle School -
5. Low-Performing Bond Funded Grants (CSDE) for Wallace Middle School -
6. Low-Performing Bond Funded Grants (CSDE) for West Side Middle School



Waterbury Public Schools

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

October 12, 2023

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

Re: Low-Performing Schools Bond Funded Grants (2024)

Dear President Sweeney and Board of Education Commissioners:

The Connecticut State Department of Education has just released an RFP for Low-Performing Schools (LPS) Bond Funded Grants (2024). These are competitive grants for which only CSDE Category 4 and 5 schools, Commissioner's Network schools, and SIG schools, in Alliance Districts may apply. Waterbury may submit applications for six (6) schools that are eligible. Each school grant application may request up to \$300,000. The RFP for this grant states that grants will be awarded to support school alterations, repairs, improvements, or technology.

I have worked and consulted with more than a dozen central office staff and principals to identify projects that fit the grant parameters. Each school's grant application will seek repairs or improvements that will support learning, health, safety and security. Further details appear in my attached Grant Highlights document.

The grant application deadline is October 20, 2023. I respectfully request your permission to apply for the six LPS grants for Crosby, Kennedy, Wilby, North End, Wallace, West Side.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Nicholas Albini
Jade Gopie
Doreen Biolo

2024 Low-Performing Schools Bond Funding Common Application
CT State Department of Education
Louise Allen Brown, WPS Grant Writer
October 12, 2023

Grant Highlights

Program Purpose:

The Connecticut State Department of Education (CSDE) will support “Connecticut’s low-performing K-12 public schools by providing grants-in-aid for alterations, repairs, improvements, technology, and equipment as well as technology infrastructure improvement, targeted local and regional school district capitalized alterations, repairs, improvements to address school site opportunities that promote learning, health and safety for all children in high-quality facilities and 21st century educational environments.”

[RFP, p. 3]

Eligible Applicants:

Applications will be accepted from Low-performing schools, as defined by CSDE. For Waterbury, the eligible schools are: North End, Wallace, and West Side Middle Schools, and Crosby, Kennedy, and Wilby High Schools. LEAs must submit a separate grant application for each school.

[RFP, p. 3]

Grant Period: Grant Award – 6/30/2025

Grant Amount: up to \$300,000. per school

Application Deadline: October 20, 2023

Matching Funds: None required.

Grant Requirements:

“Low-Performing Schools bond funding shall not supplant nor overlap with other technology-related grant funding sources, including but not limited to:

- CARES Act/ESSER grant allocations;
- Corona Virus Relief Funds (CRF);
- Partnership for Connecticut technology allocations (high schools only);
- District-funded planned purchases or replacements as part of normal operations;
- CSDE High Quality/Common Core Technology Grants;
- Technology funding including that from Alliance District ECS Grants, Priority School District Grants, Commissioner’s Network, and ESSA-SIG 1003; and/or
- Funds which support standard operating expenses or expendable supplies.

The awarding of funding is contingent upon an application’s selection, the availability of funds, and approval by the CSDE and the State Bond Commission.”

[RFP, p. 3]

Proposed Project:

Waterbury will submit a separate grant application for each of the six (6) eligible schools for an estimated \$300,000 per school. Each application will request finding for a combination of items listed here, which were discussed/reviewed as options by Central Office staff and the Principals of the schools eligible to apply: exterior doors, interior doors, door locks, PA systems, blinds for windows, windows (where leaking), music room carpet & sound proofing (ruined by flooding), reflective window coating, window screens/screening, door lock keys, cabinet renovation (4 classrooms), asphalt & concrete repairs, teacher chairs, speedbumps, retractable accordion style wall between two classrooms, and the like. These improvements will contribute to increased school safety and security, and will enhance the schools' learning environment.

Budget:

The budget for each school grant will approximate \$300,000. No matching funds are required.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Arisian, Mike	Head Swimming Coach	WSMS	11/13/23
Doms, Gregory	Soccer Coach	NEMS	10/04/23
Garcia, Juan	Head Soccer Coach	WHS	08/24/23
Hibbert, Alethia	Assistant Girls Swimming Coach	KHS	09/26/23
Katrenya, Wesley	Lead Unified Sports Coach	NEMS	09/25/23
Romaniello, Megan	Assistant Softball Coach	WCA	03/16/24

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bautista, Fabrina	Grants Specialist – Comp. Grants	FT	\$25/hr	F UPSEU 69	Title II/A D 23-25	09/28/23
Beers, Rose	SPPT Program Coordinator	PT	\$38/hr	NONBOE	ARP ESSER SPPT 22-24	09/21/23
Brown, Aisha (rehire)	Behavior Counselor	FT	\$25/hr	F UPSEU 69	SIG 7 CHS 23-25	09/21/23
Bustamante- Murillo, Lady	Tutor/Sprague	PT	\$25/hr	NONBOE	Title I/ A 23-25	10/05/23
Cavanaugh, Karen	Tutor /Carrington	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Davino, Melissa	Tutor .Bunker Hill	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Farrington, Gina	Tutor/Chase	PT	\$25/hr	NONBOE	Title I/A 23-25	09/18/23
Foti, Lisa	Tutor/Yeshiva KTana	PT	\$34/hr	NONBOE	Title I/A 21-23	09/14/23
Freilich, Avigail	Tutor/Bais Yaakov	PT	\$25/hr	NONBOE	Title I/A22-24	10/05/23
Gay, Tifani	College & Career Coord. - Wilby	FT	\$25/hr	F UPSEU 69	ESSER II 21-23	09/21/23
Goldblatt, Daniel	Tutor/Yeshiva KTana	PT	\$25/hr	NONBOE	Title I/A22-24	10/05/23
Huyghue, Luz (job change)	Classroom Assis. Sprague	FT	\$21.47/hr	UPSEU 68	SR Prior. 23-24	10/05/23
Kaczmarczyk, Dagmara	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Mead, Bryanna	Parent Liaison Kingsbury	FT	\$15.88/hr	UPSEU69	Title I/A 22-24	09/28/23
Parker, Grace	Tutor/Rotella	PT	\$25/hr	NONBOE	Rotella 23-24	09/21/23
Perez, Juan	Accountant 2	FT	\$24/hr	UPSEU 69	IDEA P/NP 22-24	09/21/23
Peschal, MaryAnn	Tutor/West Side MS	PT	\$34/hr	NONBOE	Title I/A23-25	09/18/23
Rivera, Ginairee	Classroom Assist. Gilmartin	FT	\$15.41/hr	UPSEU 68	SR Prior. 23-24	09/18/23
Salvador, Mary	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Saslow, Devorah	Tutor/Yeshiva K'Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	09/14/23
Zukauskas, Leah	Classroom Assist. Maloney	FT	\$21.47/hr	UPSEU 68	Maloney 23-24	09/28/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the We are Wallace Advisors and Wallace MTSS Team Member appointments:

<u><i>We Are Wallace Advisors</i></u>	<u><i>MTSS Team Members</i></u>
Paula Caldarone	Erich Hasemann
Dana Jannetty	Susan Burgess
Kathryn Mucciacciaro	
Katherine Bunko	
Melissa Desjardins	
Aaron Thayer	
Stacey Quinlan	
Melissa Banks	

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following CSDE
Before and After School Program Appointments:

Digsby, Eileen – Assistant-Sub, Walsh School

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Rotella After School Program (Enrichment and Academic) appointments:

<u>Teachers</u>	<u>Administrator</u>
Jessica Bouteiller	Carla Cruess/Academic
Jennifer DeJesus	Robin Henry/Enrichment
Cheryl Faber	Dana Wallace/Sub
Rebecca Hanlon	Angela Heidgerd/Sub
Stephanie Heckman	
Lyndsy Ignacio	<u>AV Tech</u>
Mary Monroe	Antonio Coles
Krista Zaccagnini	
	<u>Clerical</u>
<u>Teacher Subs</u>	Shonda Wiggins
Dawn Biolo	
Julia Matthews	<u>Paras</u>
Monica Santovasi	Rebecca James
Jeanne Stevens	Greta Monteiro

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Duggan	Aidoo	Syreeta	Secretary
International	Cruz	Maria	Teacher
	DeLaCruz	Yaritza	Assistant
	Delgado	Christina	Secretary
	Diodonet	Yamailys	Teacher/Sub
	Garica	Nilsa	Teacher
	Vilorio	Mindris	Assistant
	Rock	Stefanie	Teacher
	Tomasella	Diurca	Administrator
Walsh	Bilbrough	Allyson	Lead Teacher
	Courtney	Pierresaint	Admin. Sub
	Karen	Egan	Secretary
	Marissa	Jamele	Sub. Teacher
	Maureen	Wilson	Admin. Sub
	Patricia	Justs	Teacher
Washington	Albanese	Thomas	Sub Teacher
	Benzinger	Nicole	Teacher
	Boccichio	Judith	Para
	Cocchiola	Kaitlyn	Para
	Corbo	Cherie	Teacher
	Dematteis	Jennifer	Teacher
	Doyle	Kiley	Teacher
	Fitzgerald	Kris	Secretary
	Marin	Irma	Sub Teacher
	Ramirez	Inez	Administrator
	Williams	Athena	Para Sub
	Zafar	Ghazala	Para Sub

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following new teacher hires:

<u>Last</u>	<u>First</u>	<u>Position</u>	<u>School</u>	<u>Start Date</u>
Albanese	Ellen	Elementary School Teacher	Kingsbury	8/23/23
Anello	Gabrielle	Elementary School Teacher	Reed	8/23/23
Berisha	Karen	Elementary School Teacher	Wilson	8/23/23
Bruce	Jamel	Special Education	Wilby	8/23/23
Bruch	Franklyn	Reading/English Lang. Arts	Enlightenment	9/07/23
Casceillo	Jennifer	Social Studies	NEMS	10/10/23
Castellone	Tyler	Math	WMS	9/05/23
Dauti	Djellza	Elementary School Teacher	Reed	9/11/23
DeCicco	Elizabeth	Reading/English Lang. Arts	WAMS	8/23/23
Delk	Erika	Elementary School Teacher	Rotella	9/11/23
Geffken	Melissa	Math	WMS	9/11/23
Gilberto	Aaron	School Counselor	Wendell Cross	9/11/23
Gouveia	Taylor	Elementary School Teacher	WMS	8/28/23
Hartery	Kevin	PE/Health	Wilby	9/11/23
Hyland	Melissa	Reading/English Lang. Arts	NEMS	9/05/23
Infante	Sonia	World Languages	WSMS	8/23/23
Keane	Brandon	Social Studies	Reed	8/23/23
Kolukisa	Susan	Early Childhood	Washington	8/23/23
Marchak	Nancy	Early Childhood	Generali	8/23/23
Marchetti	Michele	Special Education	WSMS	8/23/23
Marcus	Wayne	Elementary School Teacher	Wilson	8/23/23
Nano	Denisa	Elementary School Teacher	Bunker Hill	9/14/23
Napp	Matthew	Reading/English Lang. Arts	Carrington	8/23/23
O'Connor	Timothy	Elementary School Teacher	WMS	8/23/23
Parker	William	Fine Arts	Sprague	9/14/23
Parks	Eric	Elementary School Teacher	State Street	9/25/23
Phelan	Andrew	Science	Wilby	8/23/23
Potts	Tawnesha	Special Education	State Street	8/23/23
Qosja	Blerina	Bilingual	Regan	8/23/23
Santovasi	Korin	Elementary School Teacher	Washington	8/23/23
Sargis	Kristen	Elementary School Teacher	Walsh	8/23/23
Sullo	Danielle	Library Media	Tinker	10/2/23
Texidor	Julio	Bilingual	Hopeville	8/23/23
Thomas	Richard	Math	WAMS	8/24/23
Verderame	Kayla	Other	NEMS	8/24/23
Waldron	John	Elementary School Teacher	Duggan	9/07/23
Walters	Garnet	Fine Arts	Bunker Hill	8/23/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8

October 18, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Anello, Gabrielle	Reed/Grade 3	09/25/23
Feliz, Ashley	NEMS/Grade 8 Social Studies	10/05/23
Pecukonis, Lori	WHS/Special Education	10/06/23
Rehmer, Sofia	WHS/Business	10/11/23
Silva, Heather	RMS/Grade 5	11/03/23
Vollero, Salvatore	CHS/Vice Principal	10/18/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools