Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: March 5, 2024

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, March 7, 2024, Tinker School

The Committees of the Board of Education will meet on Thursday, March 7, 2024, 5:30 p.m., Tinker School Gymnasium, 809 Highland Avenue, Waterbury, Connecticut *(enter rear of building)*.

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/6wkOHFegQuU.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

PRINCIPAL'S REPORT ~ Ryan Sullivan

1. *Committee of the Whole/10 minutes* ~ Community School Partnership Update - Bridge to Success – J. Gopie, et al.

2. *Committee of the Whole/10 minutes* ~ Request approval of the Collective Bargaining Agreement with Schools Crossing Guards Association – E. Cadman.

3. *Committee of the Whole/10 minutes* ~ Update: School-Based Health Centers – Aisling McGuckin/Director of Health, Natalie Hellerich/Director of Clinical Services.

4. *Committee of the Whole/3 minutes* ~ Request approval of a Facility/Equipment Use Agreement with Connecticut State Community College (Naugatuck Valley Campus) – L. White.

5. *Committee on Finance/5 minutes* ~ Request approval of an Agreement with Crown Castle Fiber LLC (RFP 7920) for Resilient Wide Area Fiber Network Services – W. Zhuta.

6. *Committee on Finance/5 minutes* ~ Request approval of Amendment One (1) to the Construction Contract with All Trade Industries LLC for conversion of the Crosby High School Weight Room and Firing Range – N. Albini.

7. *Committee on Finance/5 minutes* ~ Request approval of a Construction Contract with All State Construction Inc. (RFP #7859) for HVAC replacements at multiple school gymnasiums and cafeterias – N. Albini.

8. *Committee on Finance/5 minutes* ~ Request approval of a Construction Contract with All State Construction Inc. (RFP #7894) for HVAC replacements at seven elementary schools – N. Albini.

9. *Committee on Finance/5 minutes* ~ Request approval of Amendment Two (2) to the Professional Services Agreement with Rubicon West, LLC for Online Curriculum and Lesson Planning Warehouse – J. Frenis.

10. *Committee on Finance/5 minutes* ~ Request approval of the State & Federally Funded Grant Contract with the Department of Economic and Community Development for the Every Child Arts Experience Grant – J. Frenis.

11. *Committee on Finance/5 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with Catapult Learning, LLC for Waterbury Non-Public Schools (Title I) Tutoring Services – D. Schwartz.

12. *Committee on Finance/5 minutes:*
    a) FYI - ARP/ESSER Update – D. Biolo.
    b) Monthly Expenditure Report for January – D. Biolo.
    c) Request approval of transfers in the 2023/24 General Fund Operating Budget.

13. *Superintendent's Update* ~ Dr. Ruffin.

14. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by school organizations and/or City departments – N. Albini.

15. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.

16. *Superintendent's Notification to the Board/5 minutes:*

    a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
O'Toole, Laura	Head Volleyball Coach	WCA	08/15/24

    b. Grant funded appointments:

Name	*Position/Location*	*FT/PT*	*Rate*	*Union*	*Funding*	*Effective*
Boutagy, Laurice	Tutor Maloney	PT	$34/hr	NONBOE	Title I/A 23-25	02/15/24
Boyd, Donald	Prev. Specialist NEMS	FT	$22/hr	F UPSEU 69	Priority 23-24	02/12/24
Callahan, Tanner	Teacher Apprentice/MMS	PT	$17.14/hr	NONBOE	ESSER III 21-24	02/15/24
Cardona, Elizabeth	Parent Liaison Hopeville	FT	$20.06/hr	UPSEU 69	Title I/A 23-25	02/15/24
Diorio, Meghan	Tutor Bucks Hill	PT	$25/hr	NONBOE	Title I/A 23-25	02/29/24
Estrada, Ann	Tutor Holy Cross	PT	$25/hr	NONBOE	Title I/A 22-24	02/08/24
Green, Joshua	Network Spec. I 12 Month/WSMS	FT	$22.17/hr	UPSEU 69	Title I/A 23-25	02/22/24
Green, Samone	Classroom Assist. Sprague	FT	$21.47/hr	UPSEU 68	SR Priority 23-24	02/15/24
Kenneson, Sandra	Parent Liaison Maloney	FT	$20.06	UPSEU 69	Title I/A 23-25	02/22/24
Martinez-Sosa, Daybelys	Secretary Liaison to the Homeless	FT	$18.54/hr	F UPSEU 69	Title I/A 23-25	02/29/24
Morris, Ruddia	Network Spec. I 10 month/Sprague	FT	$22.17/hr	UPSEU 69	Title IV/A 23-25	02/29/24
Plourde, Malerie	Network Spec. I 10 month/WAMS	FT	$22.17/hr	UPSEU 69	ID Magnet WAMS 23-24	02/22/24
Reese, Frank	Network Spec. 2 12 month/Supply	FT	$29.30/hr	UPSEU 69	Title I/A 23-25	02/22/24
Smith, Kathryn	Tutor Bunker Hill	PT	$25/hr	NONBOE	Title I/A 23-25	02/29/24

    c. Miscellaneous after-school program appointments:

Name	*Position/Program*	*Location*
Zupperoli, Robert	Teacher/After School Star Program	WMS
Grossman, Melissa	Teacher/After School Star Program	WMS
Gartman, Alexandera	Teacher/After School Star Program	WMS

LaSalle, Ashley	Teacher/After School Star Program	WMS
Gluz, Debra	Teacher/After School Star Program	WMS
Thornton, Micole	Teacher/After School Star Program	WMS
Geffken, Melissa	Teacher/21st Century	

d. Extended School Hours (ESH) appointments:

School	*Last name*	*First Name*	*Assignment*
Wilson	Guerrera	Sara	Teacher
Wilson	Fengler	Kelly	Teacher

e. Miscellaneous appointments:

Name	*Position/Program*
Murphy, Amy	Extended School Year (ESY) Coordinator
Braun, Brooklyn	Academic Academy Student Selection Committee Member
Burgess, Susan	Academic Academy Student Selection Committee Member
Garcia, Sharyn	Academic Academy Student Selection Committee Member
Gluz, Debra	Academic Academy Student Selection Committee Member
Gordon, Kimberly	Academic Academy Student Selection Committee Member
Krampitz, Paula	Academic Academy Student Selection Committee Member
O'Connor, Timothy	Academic Academy Student Selection Committee Member
Poveda, Carlos	Academic Academy Student Selection Committee Member
Shortt, Katia	Academic Academy Student Selection Committee Member
Bayliss, Michelle	ELA Curriculum Writing Team
Franks-Blanchard, Lauren	ELA Curriculum Writing Team
Riddick, DeAndre	ELA Curriculum Writing Team

f. Retirements:

Name	*Assignment*	*Effective*
Delaney, Robert	Special Education Supervisor	06/30/24
Dizenzo, Vincent	WMS/Special Ed	06/30/24
Hastings, Paula	Reed/Special Ed	06/30/24
Motowidlo, Diane	Duggan/Bilingual	06/30/24
Smyth, Susan	WMS/Theater	06/30/24
Valenti, Michele	WMS/Computer & Business	06/30/24

g. Resignations:

Name	*Assignment*	*Effective*
Cassella, Mark	WMS/ELA	02/28/24
Maghini, Michele	Sprague/K	03/15/24
Napp, Matthew	Carrington/ELA	03/14/24

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

ADJOURNMENT

ATTEST: Carrie A. Swain

Carrie A. Swain, Clerk
Board of Education

#1

THIS IS WHAT A COMMUNITY SCHOOL LOOKS LIKE

Coordinating Community Resources to Support Student Achievement in Six Waterbury Public Schools

Bridge to Success Community Partnership

BOOST! Coordinating Community Resources to Support Student Achievement

WATERBURY PUBLIC SCHOOLS



FULL-SERVICE COMMUNITY SCHOOLS GRANT (FSCS) OVERVIEW



The FSCS grant is an award of $2.5 million over 5 years - January 1, 2024 thru December 31, 2028.



FSCS grant provides to improve the coordination, integration, accessibility, and effectiveness of services for children, their families and communities at seven (7) schools over the period of the grant.



FSCS supports identifying and developing pipeline services, including existing and additional pipeline services

FOUR PILLARS OF COMMUNITY SCHOOLS

1

Individualized, Integrated Student Supports

Wraparound services may Include physical or behavioral health care of mentoring programs

2

Expanded, Enriched Learning Times

These opportunities may include programs like before/after school, and summer literacy programs.

4

Collaborative Leadership

Parents school leaders and community members work together in a trusting network

3

Neighborhood Hub for Parent & Community

Schools will provide services such as English classes, job training and computer courses



NEXT STEPS: MARCH - AUGUST 2024



Formation of Grant Implementation Planning Committee



Review & Update Data Sharing Agreements



Continuation and Expansion- comprehensive services/supports at 6 schools



WHAT IS BOOST



Boost! is both a place and a set of partnerships between schools and community partners.

- **It seeks to coordinate critical wraparound support for students.**
- **It is the philosophy that every child and every school is capable of excellence given the right conditions for learning — and that those conditions include supporting students and families in their out-of-school lives.**
- **It is also a commitment between the BTS partners to change the way they work together, by sharing data, using common strategies, and having open communication.**
- **It is also a place — a set of schools with a Site Coordinator and community partners that have committed to fully implementing this belief.**

Our Approach Through BOOST



BOOST! Schools

A school provides additional services and programs for students, parents, and members of the community



BOOST! Coordinators

Schools Identify current staff member to be the point person for working with external partners



BOOST! Team

Coordiniator organizes a team made up of school leadership and representation from the BOOST! Domains

Key Results



Student & Family Success



Community Benefit



Shared Investment

Together we:



Assess Current Internal & External Resources



Use Gap Analysis to Identify where additional resources are needed



Learn about what services are available from community



Connect Schools to Community Partners to create Action Plans

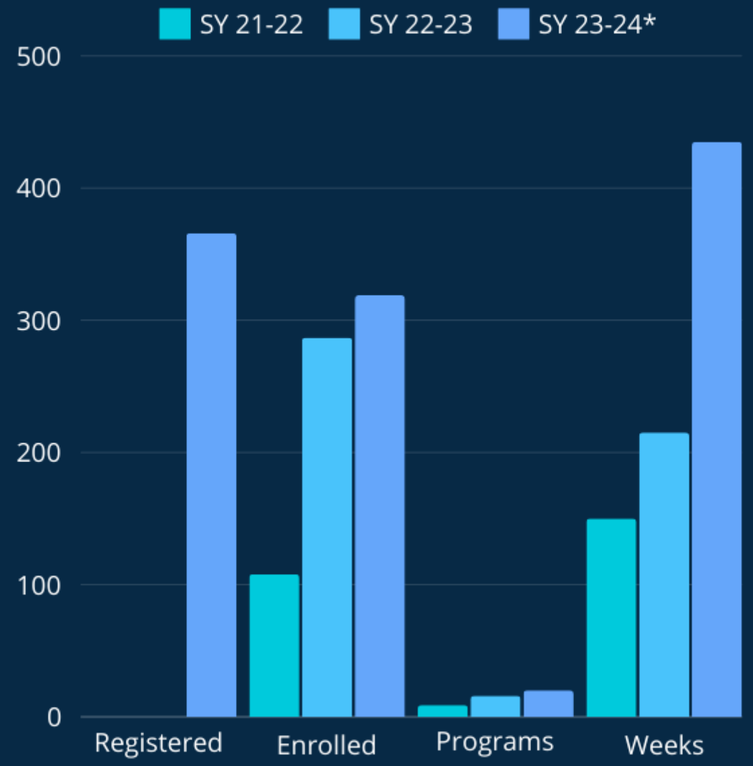


Share data for continuous Improvement

Our Impact-At-A-Glance

EXTENDED LEARNING TIME & OPPORTUNITIES

BOOST! Community Schools are public schools that bring together the school and community to support our students. Here, educators, families, and community partners work together to provide a well-rounded education and positive learning experience for every child. These experiences often include free to low-cost before, during, and after school services.



We assess program quality periodically, and when standards are not met, we work with Partners to improve or phase out programs
*** 21-22 numbers reflect actual data available as of October 19, 2023 and are analyzed in the same way as 22-23 and 23-24 data.*
Total enrollment for SY23-24 and counting

6 SCHOOLS

- CARRINGTON ELEMENTARY SCHOOL
- DUGGAN ELEMENTARY SCHOOL
- GILMARTIN ELEMENTARY SCHOOL
- REED ELEMENTARY SCHOOL
- ROBERTO CLEMENTE DUAL LANGUAGE INTERNATIONAL
- WENDELL CROSS ELEMENTARY SCHOOL

190%
INCREASE IN WEEKS OF PROGRAMMING SINCE ‘21*

195%
INCREASE IN # OF ENROLLED STUDENTS SINCE ‘21*

122%
INCREASE IN # OF PROGRAMS SINCE ‘21*

78%
AVERAGE ATTENDANCE RATE

EXAMPLES OF OUR PROCESS

- OPEN PROGRAM ENROLLMENT
- STARTUP TRAININGS AND MEETINGS WITH ALL PROGRAMS
- PROGRAM EVALUATIONS AND 1-1 CONTINUOUS IMPROVEMENT DISCUSSIONS
- PRE- AND POST-STUDENT SURVEYS TO MEASURE CHANGE IN KNOWLEDGE, SKILLS, AND PROGRAM SATISFACTION



Our Impact-At-A-Glance, Cont'd

Integrated Student Supports

- Free In-School Mediation across 5 BOOST! Schools supporting 430 students provided by Porter's House.
- Free In-School vision screening across 5 BOOST! Schools supporting 2,096 students.
- Silas Bronson Library Partnership to provide 505 library cards to students across 5 BOOST! schools.

Active Family and Community Engagement

- Annual Parent Survey
- Kindergarten Canvass
- Sparkler Mobile App
- Family Bingo Nights
- Gathering Place Community Church Popup Pantries
- Back to Basics Resource Fair
- Parents of Waterbury (POW)
- Let Youth Lead (LYL)
- Heart Health Awareness

Collaborative Leadership and Practice

- Attendance Data Interventions & Home Visits
- Ongoing Principal & Vice Principal Meetings
- Integrated Communication strategies using
- Monthly School-Coordinator-DillingerRAD data discussions
- Regular Jade-Althea and Principal meetings
- Project planning for Community Schools Grant

Community School Partnership

Highlights

WATERBURY
PUBLIC SCHOOLS

Carrington – Community School Partnerships

Kindergarten Canvas – Backpack Distribution



Carrington
Elementary School

June Archer – Science of Sound





Cooking Matters







Vision to Learn



CT Kids Play Chess





Brass City Gaming Coding



Porter's House Mediation



WATERBURY
PUBLIC SCHOOLS

Duggan – Community School Partnerships

Kids Rise Up (Yoga)

Grades: K – 5
Enrollment: 18





The Hive Builders

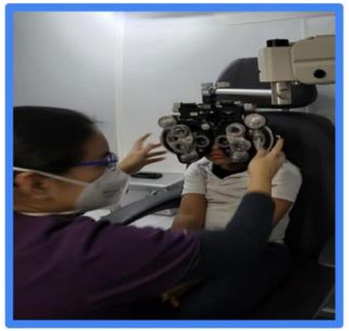
Grades: K – 2
Enrollment: 18





Vision To Learn

Grades: PK – 8
Enrollment: all students

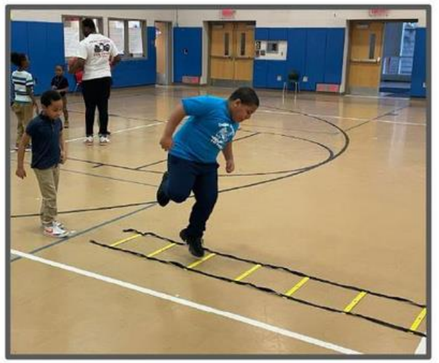






AI3 Leadership Academy Basketball

Grades: K – 5
Enrollment: 37







WATERBURY PUBLIC SCHOOLS

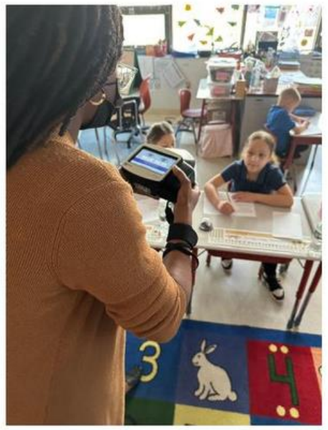
Gilmartin- Community School Partnerships

Brass City Gamers- Coding
Grades 6-8: 8 Students



Vision to Learn
Whole School





Built for Success-
Kids Rise Up
Grades K-2: 18 Students
Grades 3-5: 24 Students





Outside Perspectives:
Coming this Spring
Grade 8: 12 students



Porters House
Whole School



WATERBURY
PUBLIC SCHOOLS

John G. Gilmartin
Elementary School

Reed-Community School Partnerships

Porter's House
Grades: K-8
Enrolment:34





Kids Rise Up - Built4Success
Grades 3-6
Enrollment: 24







Coding 101 with Brass City Gamers
Grades 5-8
Enrollment:11







Porter's House -Mediation
All Grades

Youth Leadership & Basketball with AI3
Grades 5-8
Max. Enrollment:26







WATERBURY PUBLIC SCHOOLS

JONATHAN REED SCHOOL

Roberto Clemente

International Dual Language School



Programs Launched:

- Sparkler
- Partnership with Mattatuck Museum & Silas Bronson
- Library for early literacy success

Coming Soon:

- Kids Rise Up Yoga and Mindfulness
- English and Spanish Classes for Parents
- Homework Help in Both Languages
- Promoting Healthy Eating/Exposure to Cultural Foods
- Cultural Dance



WATERBURY PUBLIC SCHOOLS

Wendell Cross – Community School Partnerships

Kindergarten Canvas



June Archer Afterschool Program: The Science of Sound



WATERBURY PUBLIC SCHOOLS

Wendell L. Cross Elementary School Wildcats



Kids Rise Up/ Built For Success – Yoga

Porter's House Inc.
***Before Care Program**
***Mediation**
***Clinical Services**





Vision To Learn



Additional Partnerships and Activities:
Heart Health-American Heart Association
Family Reading Night/ Book Bingo
Silas Bronson Library Card Program

Upcoming Partnerships:
Brass City Gamers-ESports

THANK YOU

#2

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY
MEMORANDUM

To: Board of Education
From: Attorney Emily Cadman
Date: February 28, 2024
Re: Executive Summary of 2023-2026 School Crossing Guards Association Collective Bargaining Agreement

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Enclosed please find a proposed successor Collective Bargaining Agreement ("contract") between the School Crossing Guards Association and the 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 or about January 24, 2024.

Duration:

Article XII: July 1, 2023 – June 30, 2026

Wages:

Article X

2023-24 (Year 1): 5.0% General Wage Increase
- Projected cost of Year 1 = $7,906.75

2024-25 (Year 2): 3.75% General Wage Increase
- Projected cost of Year 2 = $15,269.49

2025-26 (Year 3): 3.5% General Wage Increase
- Projected cost of Year 3 = $14,785.95

Holidays:

Article VI: Added Veterans' Day to list of paid holidays.

F:\New Electronic Filing System\FILE MANAGEMENT\Human Resources\Labor Relations\Crossing Guards Contract (WCEA) HR23-024\2.28.24 Executive Summary.docx

AGREEMENT

between

THE WATERBURY BOARD OF EDUCATION

and

SCHOOL CROSSING GUARDS ASSOCIATION

July 1, 2023 through June 30, 2026

ARTICLE I
RECOGNITION

The Waterbury Board of Education, hereinafter referred to as the "Board", recognizes the School Crossing Guards Association, hereinafter referred to as the "Association" as the spokesperson for persons employed in the position of School Crossing Guard. Articles II through IX set for the terms and conditions of employment for all Association members. It is understood that the Association is not affiliated with any Municipal Union.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. 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 pubic management. Such rights include, but are not limited to, the following:

(a) the right to prescribe and enforce reasonable work rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules 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 Association to discuss them and shall give due consideration to the Association'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 the employee's job specification);

(c) the right to create job descriptions and revise existing job descriptions as deemed necessary;

(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, work assignments, 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 part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action

ARTICLE III
WORKING CONDITIONS

Section 1. Work Assignment. Whenever possible, employees with the highest seniority shall be afforded the opportunity to request a specific post that should happen to become available.

Section 2. Layoff. Whenever layoffs are necessary, employees with the lowest seniority shall be laid off first. If an employee is laid off and returns to employment within six (6) months of the date of layoff, then the employee shall be entitled to any increases that may have occurred during the period of layoff. If said employee returns to employment beyond six (6) months of the date of layoff, the employee shall be reinstated at the hourly rate of pay he received at the time of layoff and shall not be eligible for any wage increases that became effective during the layoff period.

ARTICLE IV
LEAVES OF ABSENCE

Section 1. Unpaid Leave of Absence. Request for leaves of absence without pay for one (1) month or more must be accompanied by a Doctor's certificate.

ARTICLE V
ATTENDANCE

Section 1. Absenteeism. Any employee that develops a record of frequent or habitual absences from duty will be subject to disciplinary action up to and including termination.

ARTICLE VI
HOLIDAYS

Section 1. Holidays. Employees shall be entitled to the following paid holidays:

Thanksgiving Day	Christmas Day	Veterans' Day
New Year's Day	Martin Luther King Day	
Presidents' Day	Memorial Day	

Section 2. Eligibility. To qualify for holiday pay, the employee must have received compensation for the last scheduled working day prior to, and the first scheduled working day subsequent to, the holiday.

Section 3. Scheduling of Holidays. The Board retains the right to schedule the celebration dates for the above-referenced holidays.

ARTICLE VII
LEAVE TIME

Section 1. Funeral Leave. Each employee shall be entitled to one (1) paid day per school year. Effective July 1, 2017, each employee shall be entitled to two (2) paid funeral days per school year. Funeral leave shall not accrue from school year to school year.

Section 2. Sick Leave. Employees shall be provided with and use sick time pursuant to Public Act No. 11-52, entitled "An Act Mandating Employers Provide Paid Sick Leave to Employees."

Section 3. Personal Days. Each employee shall be entitled to two (2) paid personal days per school year to use as the employee wishes. The annual personal leave days shall be counted toward the annual sick leave to which an employee is entitled under the Public Act No. 11-52.

If the need for the personal day is foreseeable, the employee must provide one-week advance notice of intent to use personal leave. If the need for personal time is not foreseeable, then the employee must give the employer notice as soon as practicable. Employees may elect to use personal time during a snow day when school is closed. In this instance, the employee must notify his/ her supervisor no later than the next school day that he/s he wishes to use a personal day to make up for the snow day. An employee shall not be entitled to a payout on accumulated sick and/or personal days for any reason.

There shall be no carryover of personal days or payouts of unused personal days. All accrued personal time must be used during the course of the school year or the employee will lose the accrued time.

ARTICLE VIII
VACANCI ES

Section 1. At the end of school year association meeting, all employees interested in transferring assignments during the course of the school year, shall indicate on the transfer list his/her interest in a new school assignment, naming the school desired. If an assignment becomes available, the most senior employee on the transfer list, who desired that assignment, shall be offered the position. If the offer is refused, the employee cannot request another assignment until the following end of school year association meeting.

ARTICLE IX
SUMMER SCHOOL WORK

Section 1. At the end of school year association meeting, employees interested in working summer school for that year shall sign the summer work availability sheet indicating their interest. Such sheet shall include name, phone number, and current school assignment. Preference for assignment will be given to employees currently assigned to the school offering summer work. Positions will be filled based upon need and seniority.

ARTICLE X
WAGES

Section 1. General Wage Increases

CROSSING GUARDS
HOURLY WAGE RATES

AS OF 7/1/22	EFFECTIVE AND RETROACTIVE TO 7/1/23	EFFECTIVE 7/1/24	EFFECTIVE 7/1/25
$15.00	**$15.75**	**$16.34**	**$16.91**
$15.48	$16.25	$16.86	$17.45
$16.34	$17.16	$17.80	$18.42

Bold indicates starting rate for new employees

ARTICLE XI
ENTIRE AGREEMENT

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 in 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 the award 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 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 this Agreement.

ARTICLE XII
DURATION

This Agreement shall be effective as of July 1, 2023, 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.

IN WITNESS HEREOF, the parties have caused their names and seals to be signed on this _____ day of _____, 2024.

THE CITY OF WATERBURY
BOARD OF EDUCATION

By:_____
Dr. Verna D. Ruffin
Superintendent

SCHOOL CROSSING
GUARDS ASSOCIATION

By:_____
Dennis Morrison
President

#3

DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

To: Waterbury Board of Education
Superintendent Verna Ruffin

From: Aisling McGuckin, Director of Health, Waterbury Health Department
Natalie Hellerich, Director of Clinical Services, Waterbury Health Department

Date: March 7, 2024

Re: Waterbury School-Based Health Centers Update

Funding Overview: Grant contract award total of $1,341,690 from the Connecticut Department of Public Health, School-Based Health Centers Program to the City of Waterbury commencing 7/1/2022-6/30/2026. Community Health Centers, Inc. is the selected vendor subcontracted by the Waterbury Health Department to deliver dental services at Driggs Elementary and dental, behavioral health and medical services at Crosby HS/Wallace MS and Wilby HS/North End MS from 8/2022 through 6/2026. Construction to renovate both complex sites took place from 8/2022-1/2023 and service delivery began 2/2023.

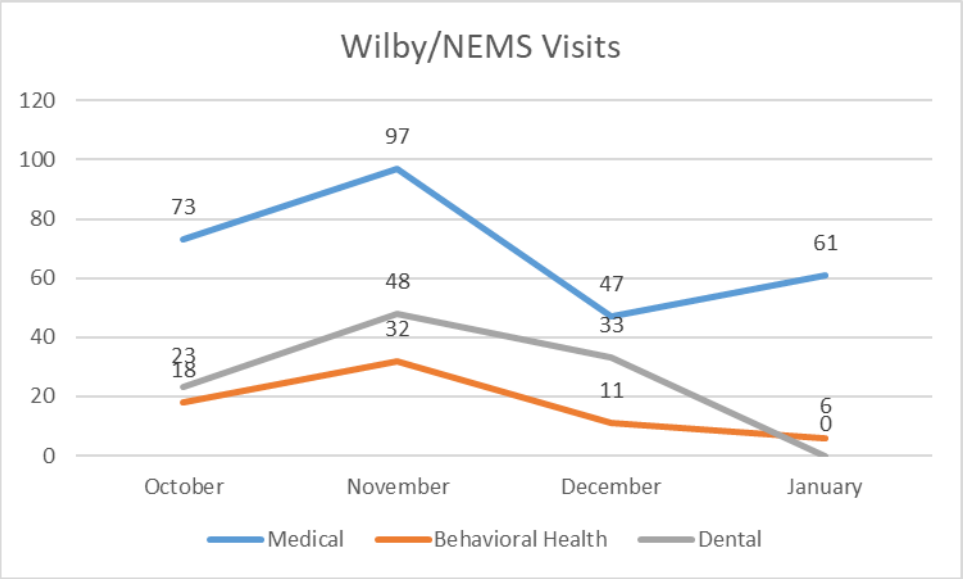
Students Registered for Services through 1/31/2024: *At registration services can be selected individually based on anticipated need.

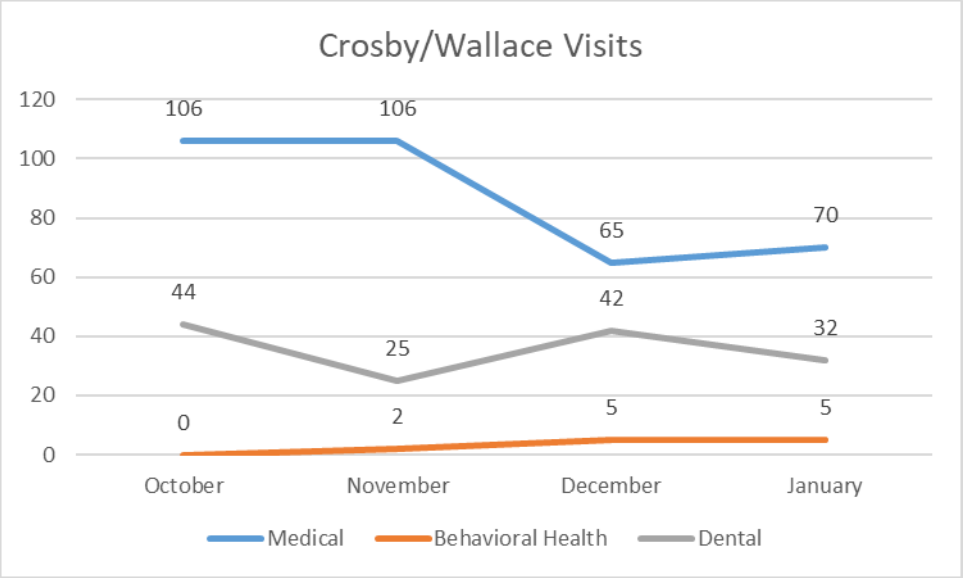
SBHC Site Enrollment	Medical	Behavioral Health	Dental	Total		Previous Vendor Enrollment
Crosby	187	125	130	442	626	935
Wallace	77	53	54	184		
Wilby	181	136	145	462	811	1055
North End	126	112	111	349		
Driggs- dental only			12	12	12	604

Visits to the School Based Health Center

Many collaborations and upcoming events are promising to drive enrollment numbers and utilization of the SBHCs in the coming months including having services available during spring break.

Upcoming expansion of Driggs Elementary SBHC to provide the full complement of services - medical, behavioral health, and dental- is targeted for completion in Summer 2024.





Messaging to the Community

- Same day, sick child visits are available to all WPS students with parent/guardian transporting from neighboring schools.
- Within the SBHC complexes, parents/guardians can register student online, student can immediately go down to the SBHC.
- SBHCs provide services regardless of income or insurance status.
- SBHCs rely solely on insurance reimbursements, no co-pay or out-of-pocket costs. Services are free for uninsured students.
- The SBHC does not replace the student's medical home. SBHCs work with area PCPs, school nurses, school counselors, psychologists, and social workers to treat and resolve health issues.

School-Based Health Centers

Natalie Hellerich, Director of Clinical Services
Aisling McGuckin, Director of Public Health
Waterbury Health Department

What is a School-Based Health Center

A school-based health center (SBHC) is a health facility that provides medical, dental, and mental health services within a school or on school grounds staffed by APRNs/PAs, Licensed Mental Health Counselors, Dentists, Dental Hygienists, and Medical Assistants.

Key Benefits:

- Increased access to care
- Increased school attendance
- Enhanced mental health support



SBHC Services Include (varies by site)

Medical

- Physicals & Immunizations
- Acute & chronic illness management
- Health & wellness education
- Reproductive health services
- Referrals for additional support

Mental Health

- Individual and family therapy
- Screenings
- Risk assessments
- Crisis intervention

Dental

- Oral health screenings
- Prophylaxis
- Restorative care
- Sealants
- Mobile dental

History of SBHC Program in WPS

WATERBURY HEALTH DEPARTMENT

SBHC Contract DPH-StayWell until 2022

- Driggs
- Crosby/Wallace
- Wilby/NEMS (unfunded by DPH)

2022-2026 SBHC Contract DPH-WHD

- Driggs (Dental Only)
- Dental, Medical, BH
  - Crosby/Wallace
  - Wilby/NEMS

Expansion of SBHCs

- Driggs full-service SY 2024-2025
- Additional funds available for SBHC expansion

Contractual & Funding Overview

WATERBURY HEALTH DEPARTMENT

Grant contract award total from the Department of Public Health, School-Based Health Centers Program is $1,341,690 to the **Waterbury Health Department** commencing 7/1/2022.

Description of Service: To provide coordinated, culturally sensitive, developmentally appropriate SBHC services that include: outreach, primary care, mental/behavioral health, dental health care, and health promotion and education to students.

Community Health Center, Inc, the selected vendor, is subcontracted by the WHD to provide the specified services from August 2022 through August 2026 (4 year subcontract).

Funding:
CHC Staff: Years 1-4 = $250,000 annually
Balance of funding (approx. $18,000 per year) towards infrastructure improvements, marketing, portion of WHD Director of Clinical Services salary

Myths & Facts / Clarification of Messaging

WATERBURY HEALTH DEPARTMENT

Myth: SBHC services are only for students/families that have no insurance or have Medicaid/Husky.

Fact: SBHCs can provide services regardless of income or insurance status.

Myth: SBHCs replace the student's primary care provider (PCP) and school nurses.

Fact: The SBHC does not replace the student's medical home. SBHCs work with PCPs, school nurses, counselors, psychologists, and social workers to treat and resolve health issues.

Myth: SBHCs are only for the students who attend that school.

Fact: The SBHC is for all WPS students. If a parent picks up a child for illness from any school in the district, they can be seen at the SBHC rather than go to urgent care.

CHC SBHC Enrollment Online or Phone



WATERBURY HEALTH DEPARTMENT

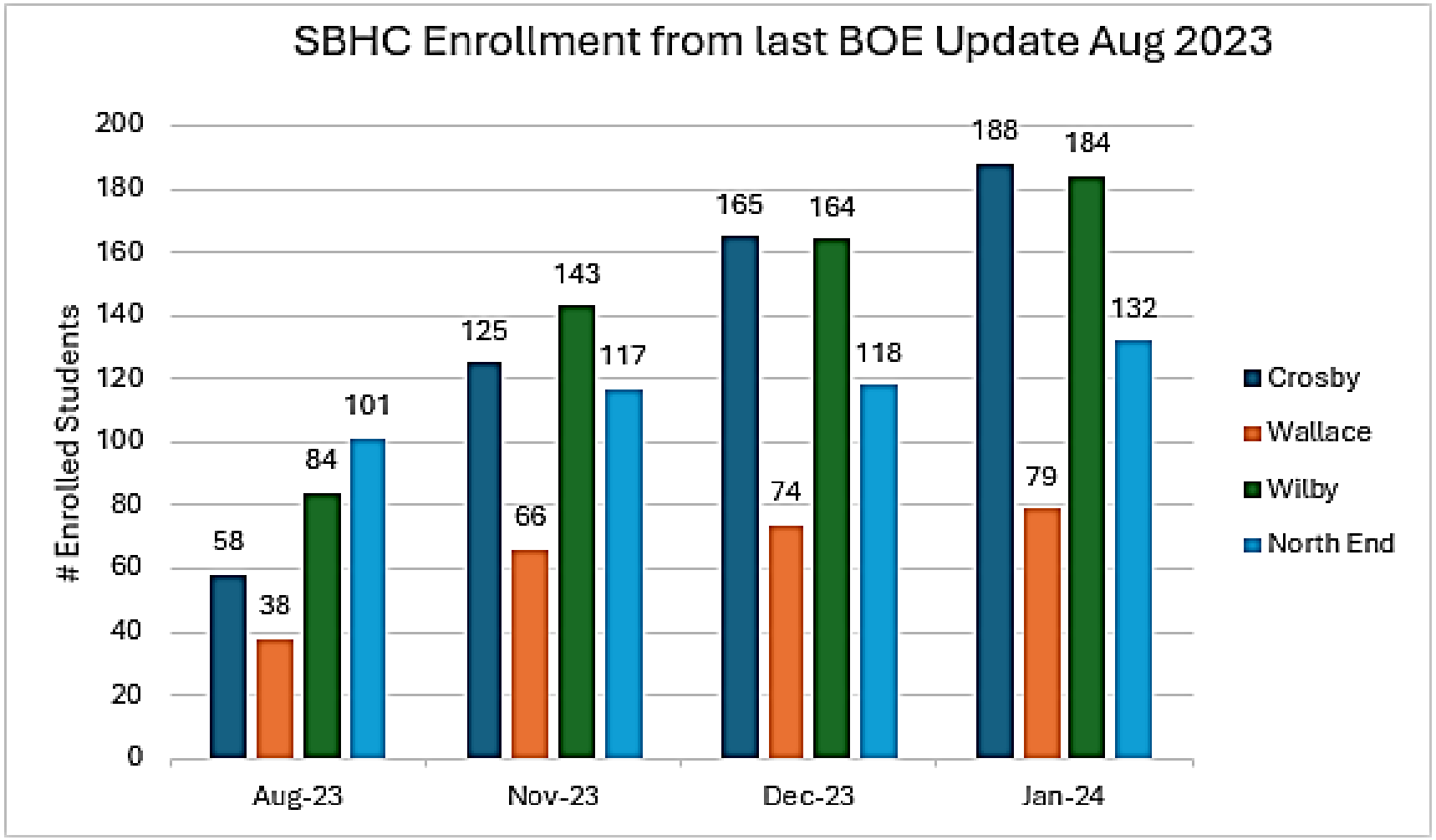
Waterbury SBHC Current Enrollment

SBHC Site Enrollment	Medical	Behavioral Health	Dental	Total		Previous Vendor Enrollment
Crosby	208	125	130	463	647	935
Wallace	77	53	54	184		
Wilby	207	136	145	488	837	1055
North End	126	112	111	349		
Driggs- Dental only			12	12	12	604

WATERBURY HEALTH DEPARTMENT

SBHC Medical/Behavioral Health Enrollment

***Current through January 31, 2024**



Total SBHC Medical/ Behavioral Health Enrollments

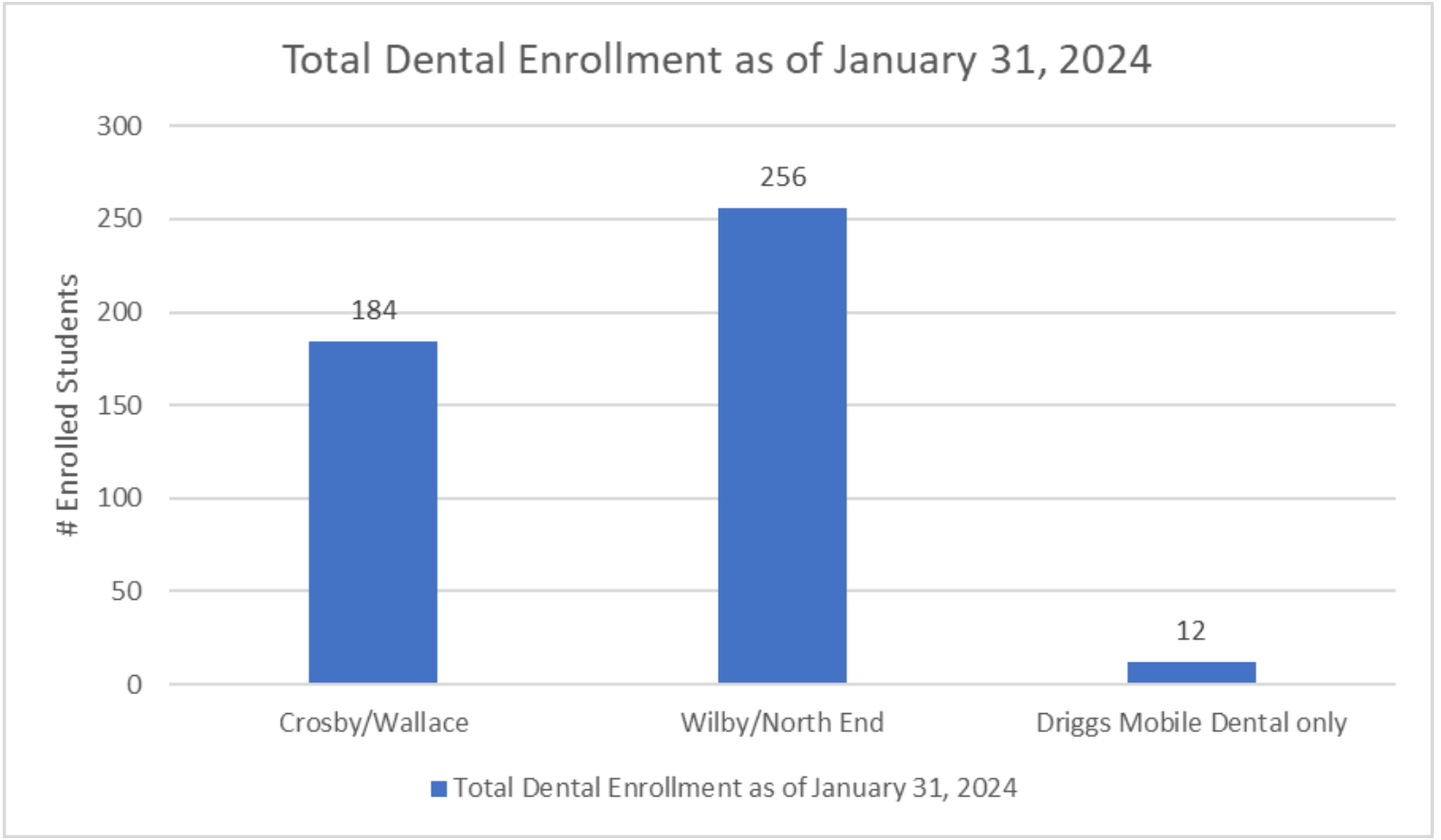
Aug 2023 = 281

Jan 2024 = 583

WATERBURY HEALTH DEPARTMENT

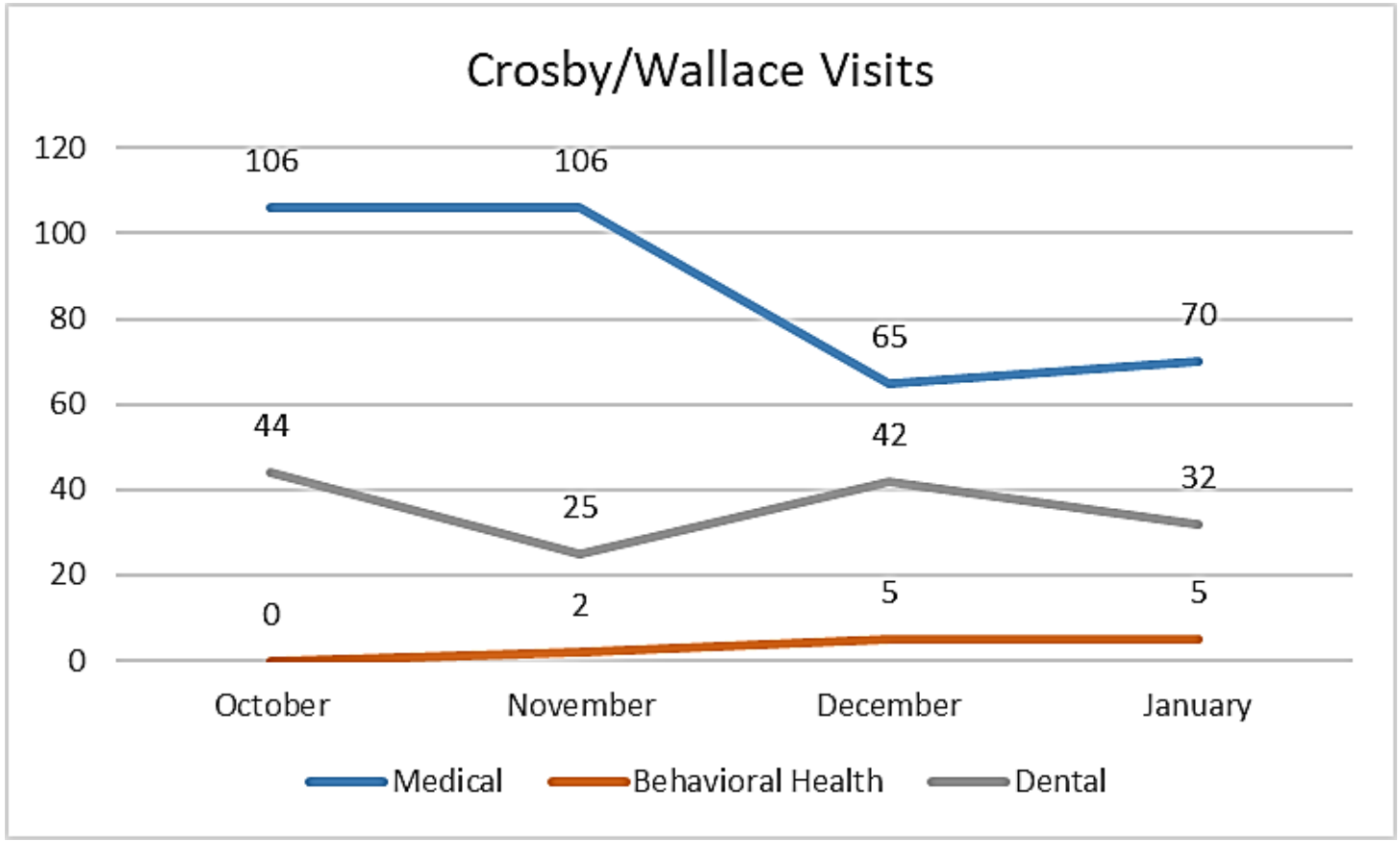
SBHC Dental Enrollment

***Current through January 31, 2024**



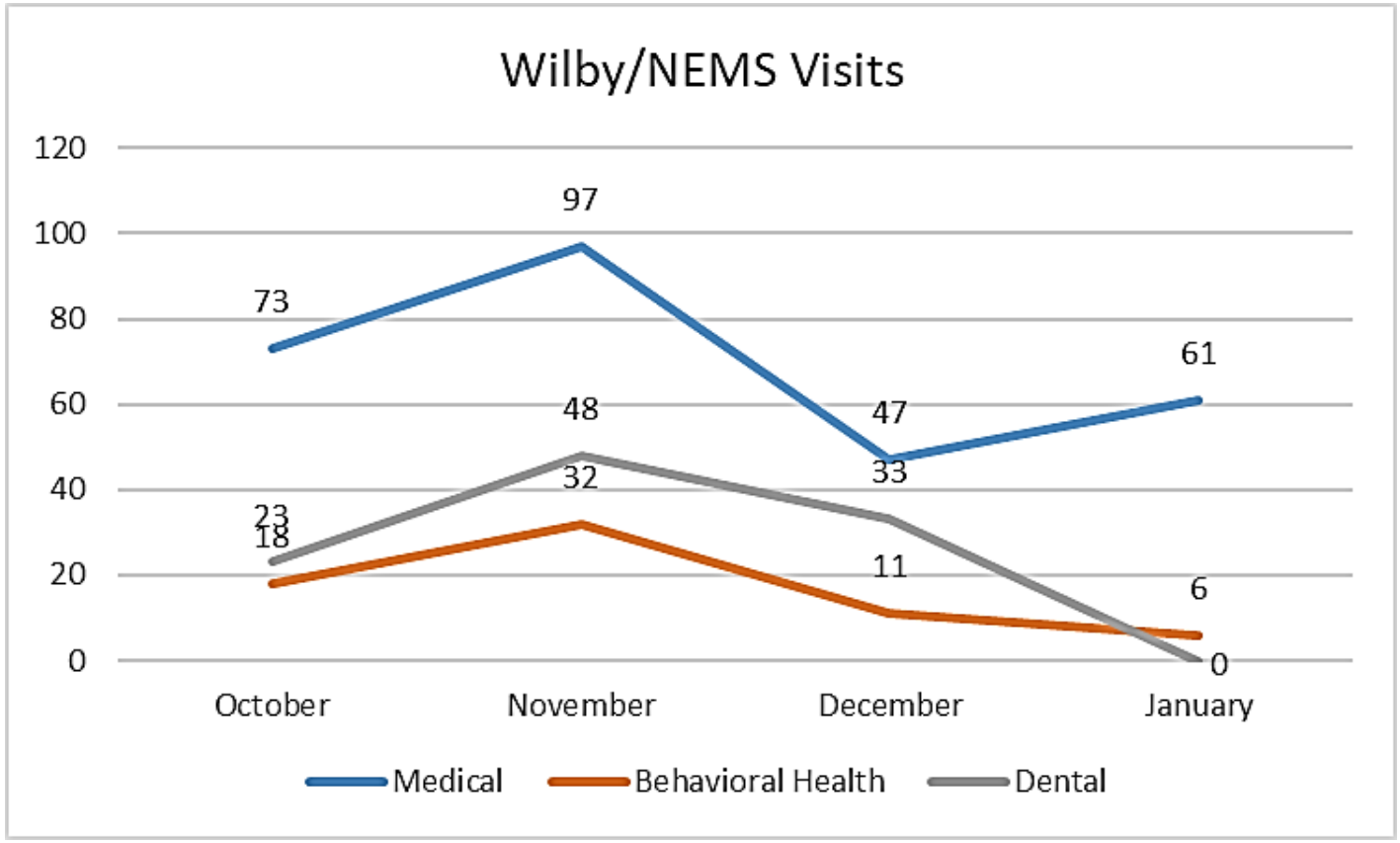
WATERBURY HEALTH DEPARTMENT

Waterbury SBHC Visits This School Year



WATERBURY HEALTH DEPARTMENT

Waterbury SBHC Visits This School Year



WATERBURY HEALTH DEPARTMENT

Challenges and Successes

Challenges	Successes
Familiarity with provider	Collaboration with Welcome Center
Starting mid-year 2022	Close relationship with Parent Liaisons
Build-out of space	Services interwoven with school nursing
Confusion about service availability	Quality Assurance with monthly reporting
Enrollment does not always mean visits	Transparency with service delivery
Staffing and Turnover in Health Care	Collaboration with WPS School Inspector, Director of Communications, Safety and Security, Information Technology, Pupil Services
Data tracking	Parent engagement and outreach

WATERBURY HEALTH DEPARTMENT

WHD Outreach Efforts

- Social media posts through Waterbury Health Department's social media accounts
- WHD Media Specialist collaborating with CHC's Marketing Team
- Collaborating with CT Association of SBHCs
- Cross-promotion by Prevention Team, Infectious Disease Prevention Team, Community Health Workers
- School Nurses connecting families to SBHC services
- Advertisements through Parent Square and collaboration with WPS Communications Director
- Identification of outreach events for CHC's Community Health Worker to attend
- Creation of a direct link to services from WPS Welcome Center to SBHCs

WATERBURY HEALTH DEPARTMENT

CHC Outreach Efforts

OUTREACHING EVENTS:

Crosby High School:

- school staff meetings
- parent SEL meeting
- Walk for Success
- Freshmen Orientation
- Open house
- Winter Festival
- Black History Family Potluck

Wilby High School:

- school team meetings
- Wilby 18+ YO event
- Open House
- Fall festival
- Freshmen Orientation

WATERBURY HEALTH DEPARTMENT
Health Care is a right, not a privilege, since 1972.
Community Health Center, Inc.

CHC Outreach Efforts

WATERBURY HEALTH DEPARTMENT

OUTREACHING EVENTS

Wallace Middle School:

- parent night
- open house
- parent-teacher conferences
- Shrek Musical Event

North End Middle School:

- parent night
- Prevention team meeting
- SEL art
- Coffee with the Counselors
- Health Week Event
- Open House
- Ram Fam Jam
- 6th Grade Orientation
- Spanish Heritage Event
- Trunk or Treat
- Turkey Ball
- Let's Talk

Waterbury Health is a right, not a privilege, since 1972.
Community Health Center, Inc.

CHC Outreach Efforts

WATERBURY HEALTH DEPARTMENT

OUTREACHING EVENTS:

Driggs Elementary School:

- Kindergarten Orientation
- Community Event at Fulton Park
- Dismissal tabling

Community Event:

- Youth, Health, and Wellness
- Waterbury Food Truck & Firework Extravaganza
- Waterbury YMCA Workforce
- Harry Potter Event
- Back to School Rally
- Healthy Kid Day
- Parents of Waterbury Holiday Party
- Mini Resource Fair
- WISH Fest
- Parent SEL night

Where health care is a right, not a privilege, since 1972.
Community Health Center, Inc.

CHC Outreach Efforts

WATERBURY HEALTH DEPARTMENT

NEIGHBORING PARTNERS:

Provided Flyers at these locations:

- Baptist Food Pantry
- Waterbury YMCA
- Salvation Army
- Merrimam Soup
- Boys and Girls Club
- Silas Bronson Library
- North End Recreation
- CHC- Waterbury Main Site
- Waterbury Youth Services

Working closely with:

- Waterbury Youth Services
- YMCA
- New Opportunities
- The Welcome Center

Health Care is a right, not a privilege, since 1972.
Community Health Center, Inc.

Next Steps
Driggs Elementary SBHC Expansion

- The Driggs Elementary School-Based Health Center site will be retrofitted to support a fully-functional SBHC to offer the full scope of services: medical, dental, and behavioral health.

- Currently only mobile dental services are offered at the Driggs Elementary School site.

- Additional ARPA funding was awarded to the Waterbury Health Department on February 9, 2024 to fund the Driggs expansion.

- Targeted completion date is September 2024.

WATERBURY HEALTH DEPARTMENT

Next Steps – Increase Access & Enrollment

- Continuous summer hours will be available at both complex sites starting June 2024.
- After hours services, until 6 pm, will be available weekly at both complex sites.
- Increased use of telehealth at all sites to improve behavioral health access to care.
- Aggressive outreach efforts to bolster enrollment will continue while looking for new opportunities to connect families with SBHC services.

WATERBURY HEALTH DEPARTMENT

SBHCs Open April Break



- During April Break SBHCs will remain open
- Students can be seen at Crosby/Wallace and Wilby/NEMS
- Parents can call to make an appointment or walk in
- Students do not need to attend the school where they have the appointment
- SBHC services open to all students in WPS

WATERBURY HEALTH DEPARTMENT

THANK YOU

(203) 574-6780

185 South Main St.(Jefferson Square)
Waterbury, CT 06706

WATERBURY HEALTH DEPARTMENT

CARE IN YOUR COMMUNITY

WATERBURY
PUBLIC SCHOOLS

#4

Dr. Lara White
Director of Equity and Inclusion
Office (203) 574-8000, x11273
Lara.White@waterbury.k12.ct.us

INTEROFFICE MEMORANDUM

To: **Board of Education and Board of Alderman**

From: **Lara D. White, Director of Equity and Inclusion**

Date: **February 28, 2024**

Subject: **Facility and Equipment Use Agreement with Connecticut State Community College (Naugatuck Valley Campus)**

The Education Department respectfully requests your review and approval of the Facility/Equipment Use Agreement with Connecticut State Community College, on behalf of its Naugatuck Valley Campus (NVCC). Waterbury public Schools would like to use the facilities at Naugatuck Valley Community College for an event for High School students. The event would be scheduled for high school students on Friday, April 5, 2024. NVCC will provide facility space free of charge and is within Waterbury for ease of access. This agreement is a sole source and exempt from the bidding process.

Thank you for your consideration.

FACILITY/EQUIPMENT USE AGREEMENT

This Facility/Equipment Use Agreement ("Contract") is entered into by and between Connecticut State Community College, a constituent unit of the State of Connecticut System of Higher Education, with an address of 185 Main Street, New Britain, CT 06051, on behalf of its Naugatuck Valley Campus, located at 750 Chase Parkway, Waterbury, CT 06708 and Waterbury Public Schools (hereinafter the "Contractor"), with a principal place of business at 236 Grand Street, Waterbury, CT 06702.

I. USE and TERM: ☒ USE OF FACILITIES AND/OR ☒ USE OF EQUIPMENT

Use Summary:	The constituent unit agrees it will permit Contractor to use Technology Hall Dining Room, room number T531 for the sole purpose of the Youth Equity Squad retreat, for the time period specified below and subject to the terms and conditions specified within this Contract.
Term:	Friday, April 5, 2024, 9:30 AM-3:30 PM
Location:	Constituent unit's Waterbury Campus
Reservation Number:	49556

II. USE FEE: Use Fee payment* under this Contract is to be made as follows: All fees waived.

1. **Additional Fees or Services:** This Use Fee herein is the minimum cost of the Event, based on the constituent unit's evaluation of information provided by the Contractor and does not include any additional labor or equipment. The Use Fee includes, but is not limited to, custodial, security, equipment and / or materials fees as determined by the constituent unit. The constituent unit reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.
    a. Any additional custodial overtime services, additional technical assistance, additional security services, or any other unforeseen and unavoidable expenses, resulting from the Event and not part of the estimated costs shall be borne by the Contractor.
    b. In addition, the constituent unit shall make every effort to provide advance notice of at least five (5) calendar days to the Contractor or its authorized representative if any special service is required to support production of the event. This will not be the case with "day-of-the-event" personnel overtime charges assessed as a result of services to support the presentation of the Contractor's event.
    c. The constituent unit shall not be responsible for providing, for use of the Contractor, any spaces or venues that are not subject to this Contract. If the Contractor should decide not to utilize the facilities or any portion thereof, the constituent unit shall not be obligated to reduce any fees that have been charged for their use.
2. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for

next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the Constituent Unit*:	CT State Community College Naugatuck Valley 750 Chase Parkway Waterbury, CT 06708 Attention: Dr. Lisa Dresdner, CEO
If to the Contractor*:	Waterbury Public Schools 236 Grand Street Waterbury, CT 06702 Attention: Louisa Printz

***Note:** Any party may change its Notice information in writing in accordance with this Section.

III. GENERAL TERMS AND CONDITIONS:

1. Contractor Responsibilities:

a. The Contractor shall not include the name of the constituent unit and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the constituent unit other than as the location for the contracted event. The name of the constituent unit is not to be associated with any group that is not a bona-fide organization of the constituent unit.

b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Contract, including without limitation, all musical works, dramatic works, literary works, pictorial and graphic works and chorographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Contract, and shall immediately upon the request of the constituent unit, deliver written proof of such to the constituent unit.

c. The constituent unit reserves all commercial broadcasting, television, recording and filming rights, if available to be exercised by the constituent unit, for its own benefit. The constituent unit will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service in the facilities or on the premises of the constituent unit except where specifically agreed upon as a part of this Contract.

d. The Contractor may not assign any part or right of this Contract or sublet the constituent unit or any part thereof to any other party without the prior written consent of the constituent unit. The constituent unit will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Contract.

e. The Contractor agrees to furnish the constituent unit's Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of constituent unit facilities.

f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the constituent unit and/or the Connecticut State Colleges and Universities governing the use of the constituent unit's property and equipment. Specific system and constituent unit policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract which in any manner affect its conduct or its use of the facilities. The constituent unit shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Contract.

g. In the event of weather-related or other closing announcements, please call the relevant constituent unit Campus's Weather Information Line. A list of regional campus numbers can be found at the following website: http://www.ct.edu/connscu. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Event coordinator to contact its attendees in the event of any cancellation. Please note that if the event is cancelled due to inclement weather, every effort will be made to reschedule your event. If that is not possible, your deposit will be refunded.

h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day.

i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

2. **Security**

a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the constituent unit, in accordance with Section II.1 above. The official representative of the constituent unit on site during the contract period shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the constituent unit in the management, supervision and control of the facilities.

b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the constituent unit resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.

c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the constituent unit, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of constituent unit policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all constituent unit facilities.

d. Should there be a conflict during the presentation of the program; the Contractor agrees that the official representative of the constituent unit will have complete supervision, direction and operational control.

e. The Contractor shall complete a constituent unit accident report for any incident requiring administration of first aid. Said accident reports shall be provided to the constituent unit's Public Safety Division within twenty-four (24) hours of any incident.

f. The constituent unit shall revoke the privilege of any participant to use any constituent unit facility if, in the sole opinion of the constituent unit, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the constituent unit.

g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

3. **Equipment**

a. It is the responsibility of the Contractor to provide the constituent unit's Contact listed in Section II subsection 2 herein with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the constituent unit from any obligation to provide these services in the manner desired by the Contractor.

b. Equipment provided to or rented by the Contractor as part of this Contract is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of constituent unit personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the constituent unit.

c. The Contractor shall see that any equipment provided by the constituent unit pursuant to this Contract shall be used appropriately and returned in good working order to its proper location following use each day.

d. The Contractor agrees that equipment not specified as part of this Contract shall not be used by the Contractor or Event participants.

e. Contractor agrees that all electrical connections must be made by constituent unit personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the constituent unit, under such conditions and restrictions as constituent unit may specify.

f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of the constituent unit, endangers the structural integrity of constituent unit facilities.

g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.

h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this Contract without prior written permission of the constituent unit shall be deemed abandoned and disposed of by the constituent unit at its sole discretion.

i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

IV. FOOD SERVICE / STATE SALES TAX:

1. **If catering services are available at the constituent unit and requested by Contractor**:

   a. The constituent unit presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the constituent unit. Requests for catering services shall be made through the constituent unit 's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the constituent unit's food service vendor at the time the service request is placed. The Contractor shall provide the constituent unit's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.

   b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the constituent unit's Event Management Office or the constituent unit's designated contact person, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the constituent unit 's food service vendor. The constituent unit's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.

   c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the constituent unit 's food service vendor. The Contractor agrees that neither the constituent unit nor the constituent unit's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the constituent unit 's food service vendor within the time frames specified in subsection 1.c. of this Section IV.

   d. The Contractor shall cancel catering orders, by directly notifying the constituent unit's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section IV. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern time on the day of the Event.

2. **If catering services are not provided by or not available at the constituent unit**:

   a. The Contractor may engage a properly licensed third-party food service vendor ("third-party vendor") to provide catering services in relation to the Event. Contractor shall provide a description of the food and beverages to be served and shall provide the caterer's name and contact information to the constituent unit. Contractor shall be responsible for removal of all waste from the constituent unit's facilities at the conclusion of the Event. If the rental of additional dumpsters is necessary for large events, a fee may be charged for each required dumpster. The constituent unit reserves the right to approve any third-party vendor providing catering services at the constituent unit's facilities. Approval of such third-party vendor must be given by the constituent unit in advance of the Term specified in Section I, above.

3. **State Sales Tax**:

   a. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:

      i. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the Institution as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, http://www.ct.gov/drs.

      ii. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the Special Notice 98(11) Exemption from the Connecticut State Department of Revenue Services, and listing the Institution as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.

   b. In all cases, the Contractor shall submit the appropriate documentation to the constituent unit 's Event Manager when the Contract is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.

   c. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

V. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:

1. Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor.

2. The Contractor will ensure that all of its employees or volunteers who will supervise or otherwise come into contact with minor attendees of any of the Contractor's programs using the constituent unit facilities are fully aware of and have been sufficiently trained to comply with, their reporting obligations pursuant to §§ 17a-101 through 17a-103a, as may be amended from time to time.

3. The Contractor's failure, including the failure of any of the Contractor's employees or volunteers, to comply with this Section may result in immediate termination of this Contract. In addition, the Contractor may be disqualified from entering into further contracts with the constituent unit.

VI. INSURANCE REQUIREMENTS:

1. **Commercial General Liability**: Contractor shall provide the constituent unit a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Contract with minimum Commercial General liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The constituent unit and its Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Contract and reference the Event set forth in Section I of this Contract. The coverage shall contain no special limitations on the scope of protection afforded to the State.

    a. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy ($1,000,000 limit) is required.

    b. If a caterer is providing alcoholic beverages, then the caterer is required to have insurance coverage in the amount of $1,000,000 A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.

2. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Contract, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Contract then automobile coverage is not required.]*

3. **Workers' Compensation and Employers Liability**: *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.

4. **Additional Provisions**:

    a. The Contractor shall assume any and all deductibles in the described insurance policies.

    b. The Contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

    c. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.

    d. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the constituent unit.

    e. All coverage is to be written on an "Occurrence" policy form.

f. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.

g. Contractor shall provide the constituent unit with a certificate of insurance thirty (30) days prior to the event, which states that the Contractor is insured for the period of time covered by this Contract and reference the event and event dates set forth in Section I of this Contract.

h. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

VII. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the constituent unit with authority to enter into contracts in the pursuit of its mission.

2. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

3. **Indemnification.** The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.

4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut

to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the constituent unit arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

6. **Nondiscrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

7. **Executive Orders and Other Enactments.**

   a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

   b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

   c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

8. **Termination.**

   a. **Termination for Cause.** In the event that the Contractor shall fail to perform, keep or observe any of these terms, covenants or conditions of this Contract, the constituent unit may terminate this Contract for cause by providing a written Notice to Cure to the

Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

i. If the Contractor and the constituent unit reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

ii. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.

iii. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.

iv. The constituent unit will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

v. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the Contractor shall forfeit all rights under this Contract, to any monies paid to the constituent unit, in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which the constituent unit deems necessary to cover expenses incurred due to the cancellation of the Contractor's event.

b. **Termination for Convenience.**

i. The constituent unit may terminate this Contract in whole or in part whenever, for any reason, the constituent unit shall determine that such termination is in the best interest of the constituent unit and/or the State of Connecticut.

ii. If this Contract is terminated by the constituent unit pursuant to this section, the constituent unit will provide the Contractor fourteen (14) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

9. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

10. **Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of

the notice, as set forth in "SEEC Form 10:" Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

11. **Entire Agreement and Amendment.** This Contract is the entire agreement between the Contractor and the constituent unit and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both the Contractor and the constituent unit and approved by the Connecticut Attorney General, if applicable. The Contractor indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

VIII. ACCEPTANCE OF AGREEMENT

If a signed original of this Contract has not been received by the constituent unit 2 weeks prior to the Event, the constituent unit shall have the right to contract with other parties for the use of the space without notice to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

	CONTRACTOR		**CONSTITUENT UNIT** **CONNECTICUT STATE COMMUNITY COLLEGE NAUGATUCK VALLEY**
By:	_____	**By:**	_____
Print Name:	_____	**Print Name:**	Lisa Dresdner, Ph.D.
Title:	_____	**Title:**	Chief Executive Officer
Date:	_____	**Date:**	_____

By the Connecticut Attorney General

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.

SECOR, CASSIDY & MCPARTLAND, P.C.

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ANNE MURDICA*

Tax Counsel
JOHN J. PALMERI, CPA, JD,LL.M.†*
† Taxation

February 28, 2024

Angela Juliani, Esq.
Corporation Counsel
City Hall Building
235 Grand Street, 3rd floor
Waterbury, CT 06702

RE: NVCC Room Usage for April 5, 2024

Dear Attorney Juliani:

I have reviewed the NVCC Facility Use Agreement that it requires the City to execute for room usage on campus for April 5, 2024.

It is my opinion that there is no legal impediment that would prohibit Mayor Pernerewski from executing this document.

If you have any questions please do not hesitate to call.

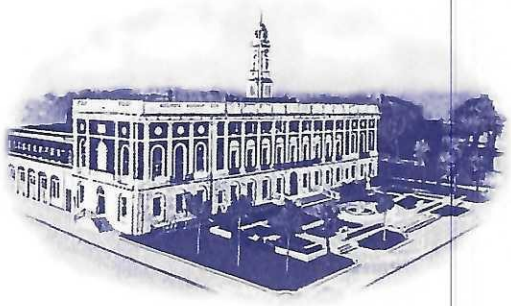
Very Truly Yours,

Thomas G. Parisot

TGP/lsw

Cc: Jerry Gay
Lara White

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Dr. Lara White, Director of Equity and Inclusion

From: Kevin McCaffery, Director of Purchasing KM

Subject: Sole Source for College Facility Request/Reservation Agreement with Naugatuck Valley Community College (NVCC)

Date: February 9, 2024

After review of your attached memo dated February 9, 2024 concerning the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

Dr. Lara White
Director of Equity and Inclusion
Office (203) 574-8000, x11273
Lara.White@waterbury.k12.ct.us

INTEROFFICE MEMORANDUM

To: Kevin McCaffery, Director of Purchasing
From: Lara D. White, Director of Equity and Inclusion
Date: February 9, 2024
Subject: Sole Source procurement review of Naugatuck Valley Community College

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The department of Equity and Inclusion would like to utilize Naugatuck Va1ley Community College's Technology Hall Room on April 5, 2024 for a high school Youth Equity Squad Retreat and Training.

NVCC has the facility space to accommodate the training for students. This location will be free from disturbances and disruptions from school building students and staff following a regular class day schedule. NVCC will provide the facility space free of charge and is within Waterbury for ease of access.

We respectfully request your approval for a sole source to move forward with the College Facility Request/Reservation Agreement. Please feel free to contact me with any questions.

Thank you for your consideration.

#5

Memorandum

To: Board of Aldermen/Board of Education
From: Will Zhuta, IT Director, Department of Education Computer Technology Center
Date: February 28, 2024
Re: Board of Aldermen Approval Request / Board of Education
Executive Summary - Contract for Resilient Fiber Network between the City of Waterbury and Crown Castle Fiber, LLC

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract in the amount of $ 990,000 for a resilient Wide Area Fiber Network between the City of Waterbury and Crown Castle Fiber Networks.

This contract was initiated under a Request for Proposal (RFP #7920). This project had several bidders, with Crown Castle Fiber, LLC being the lowest and most responsible bidder.

This contract will allow the Waterbury Public Schools to build a resilient high-speed fiber optic-based network:

- Increasing bandwidth to support our needs.
- Improve network performance and reliability by providing multiple paths for data, failover, and uninterrupted connectivity.
- scalability and future growth
- disaster recovery for unexpected events and equipment failures, ensuring critical services remain operational.

Total compensation payable to Crown Castle Fiber, LLC shall be **$990,000.00** for the entire five-year term of this contract, contingent upon complete compliance/satisfaction with the following method of payment:

	USF- E-Rate (85%)	**City (15%)**	**Total (100%)**
Year 1	$ 168,300.00	$ 29,700.00	$198,000.00
Year 2	$ 168,300.00	$ 29,700.00	$198,000.00
Year 3	$ 168,300.00	$ 29,700.00	$198,000.00
Year 4	$ 168,300.00	$ 29,700.00	$198,000.00
Year 5	$ 168,300.00	$ 29,700.00	$198,000.00
	$841,500.00	**$148,500.00**	**$990,000.00**

The five-year contract is from July 1, 2024, through June 30, 2029. The City's payment is contingent upon the USF E-Rate program funding award.

AGREEMENT RFP No. 7920
for
RESILIENT WIDE AREA NETWORK
between
The City of Waterbury, Connecticut
and
Crown Castle Fiber LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Crown Castle Fiber LLC (the "Contractor" or "Consultant"), located at 8020 Katy Freeway, Houston, Texas 77024, a State of New York duly registered limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 7920** for a Resilient Wide Area Network; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 7920**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of the design, installation, configuration, and maintenance of a leased fiber circuit WAN solution for City locations detailed in Subsection 1.3. to provide redundancy and backup in the event of a core network failure and as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendums to RFP No. 7920, consisting of one (1) page, attached hereto;

1.1.2 RFP No. 7920, consisting of seventeen (17) pages excluding support documents and sample contract, attached hereto;
1.1.3 Contractor's Cost Proposal, dated November 28, 2023, consisting of six (6) pages, attached hereto;
1.1.4 Contractor's Response to RFP No. 7920, consisting of thirty-five (35) pages excluding support documents, bid bond and personnel resumes, attached hereto;
1.1.5 Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 Project Specifications and/or Conditions, incorporated herein by reference;
1.1.7 City Contract Compliance Documents, incorporated herein by reference;
1.1.8 Certificates of Insurance, incorporated herein by reference;
1.1.9 Licenses, incorporated herein by reference;
1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any and all Amendment(s) and Change Orders
1.2.3 This Agreement
1.2.4 Contractor's Cost Proposal
1.2.5 Any Addendums to RFP No. 7920
1.2.6 RFP No. 7920
1.2.7 Contractor's Response to RFP No. 7920

1.3. The Contractor shall provide the design, installation, configuration, and maintenance of a leased fiber circuit WAN solution for the following locations:

Location	**Street Address**
Adult Education	11 Draher Street
Bucks Hill School and Annex	330 Bucks Hill Road
Bunker Hill School	170 Bunker Hill Avenue
Carrington School	24 Kenmore Avenue
Chase School	40 Woodtick Road

Crosby High School/Wallace MS	300 Pierpont Rd
Driggs School	77 Woodlawn Terrace
Duggan School	38 West Porter Street
Enlightenment School	58 Griggs Street
Generali School	3196 East Main Street
Gilmartin School	94 Spring Lake Road
Hopeville School	2 Cypress Street
International School	116 Beecher Ave
Kennedy High School	422 Highland Avenue
Kingsbury School	220 Columbia Boulevard
Maloney School	233 South Elm Street
Reed School	33 Griggs Street
Regan School	2780 North Main Street
Rotella School	380 Pierpont Road
Sprague School	1448 Thomaston Avenue
State Street School	30A Church Street
Tinker School	809 Highland Avenue
Walsh School	55 Dikeman Street
Washington School	685 Baldwin Street
Waterbury Arts Magnet School	16 South Elm Street
Waterbury Career Academy	175 Birch Street
Wendell Cross School	1255 Hamilton Avenue
West Side Middle School	483 Chase Parkway
Wilby H S/North End MS	568 Bucks Hill Road
Wilson School	235 Birch Street
Maintenance and Computer Distribution Facility	62 Harper Ave

Food Service Facility	562 Captain Nevell Drive
One Exchange Place	21 West Main Street

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

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

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

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

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as

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

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

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

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

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

3.7.2 its failure or omission to make investigation and verification of data shall, in

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

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

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

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by an authorized representative of the Contractor.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

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

5. Contract Time. The Agreement shall commence upon execution by the Mayor and terminate June 30, 2029. The Contractor shall complete all work and services in accordance with the following Project Milestones ("Contract Time"):

5.1. Project Milestone #1. The network must be fully installed and functional ("Go-Live") by July 1, 2024.

5.2. At all times during the Contract, the Contractor shall be responsible for and ensure continuity of IT Service including, but not limited to, network availability, all telecommunication and/or internet service availability for the applicable Department of Education System and Remote Location.

5.3. Delay Damages. Time is and shall be of the essence for all Project Milestones. 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 Milestones are reasonable for the completion of the Project. Contractor shall be subject to City imposed fines and/or penalties in the event Contractor breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed **NINE HUNDRED NINETY THOUSAND DOLLARS and ZERO CENTS ($990,000.00)** for the entire five (5) year term of this Contract and shall not exceed **ONE HUNDRED NINETY EIGHT THOUSAND DOLLARS and ZERO CENTS ($198,000.00)** for any one (1) year of the Contract term, for the speeds and locations as set forth in the Contractor's Cost Proposal, dated November 28, 2023. It is anticipated that if awarded the

USF E-Rate program will pay **eighty five percent (85%)** of the above fee and the City will pay **fifteen percent (15%)** of the fee. The Parties recognize and agree that the percentage of payments listed herein may vary based upon the amount awarded from the USF E-Rate program. Therefore, the payment and amount of payment by the City is contingent upon the award of the USF E-Rate program funding and following payment schedule:

6.1.1 Five (5) annual USF E-Rate payments, to be paid directly from USAC to the Contractor in the amount up to **ONE HUNDRED SIXTY EIGHT THOUSAND THREE HUNDRED DOLLARS and ZERO CENTS ($168,300.00)** for a total not to exceed the amount of **EIGHT HUNDRED FORTY ONE THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS ($841,500.00)** for the entire five (5) year term of this Contract. Said fee will be billed by the Contractor to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and

6.1.2 The City shall pay the Contractor in an amount not to exceed **ONE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS ($148,500.00)** for the entire five (5) year Contract, payable in an amount not to exceed **TWENTY NINE THOUSAND SEVEN HUNDRED DOLLARS and ZERO CENTS ($29,700.00)** per year, or **TWO THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS and ZERO CENTS ($2,475.00)** per month. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.

NOTE: The foregoing Section 6.1.1 and 6.1.2 payment provisions are based upon City being granted and receiving BOTH City funding and USF E-Rate funding for each year of the five (5) year period of this Contract. In the event (a) City funding (the event of no City funding as referred to herein as non-appropriation) is not appropriated and/or (b) E-Rate funding is not granted and/or received, then within sixty (60) days of any such event, the parties shall conduct good faith negotiations to amend this Contract to permit a reduction in the services and a commensurate reduction in the price for those services acceptable to the Parties. If the negotiations do not result in a jointly executed written amendment within such sixty (60) day period, then this Contract shall terminate on the date either or both City Funding and/or USF E-Rate Funding, is not appropriated, or in the case of USF E-Rate Funding, is not granted and/or received by the City, without the City incurring any Contractor imposed penalties, fees, or charges, etc.

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

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 7920** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including 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 duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed

to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

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

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

9.4.3 Workers' Compensation:
Statutory Limits within the State of Connecticut. Employers' Liability ("EL"):
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit
Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate

9.4.5 Cyber/Privacy/Network:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate

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

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

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation."** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes

that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

11. Discriminatory Practices. In performing this Contract, the 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and

any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. This Section Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least two (2) weeks before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by 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.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract for convenience, with thirty (30) days' written notice to the Contractor, after two (2) years of Execution of this Contract by the Mayor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of

the Contractor covered by this Contract,

less payments of compensation previously made.

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Agreement in whole or in part.

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

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of

Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

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

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

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

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, 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 work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. 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.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions

of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** E-Rate Regulations and Guidelines; **(ii)** the City's aforementioned **RFP No. 7920** and **(iii)** the Contractor's proposal responding to the aforementioned **RFP No. 7920.**

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

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

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

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

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

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

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

Contractor: Crown Castle Fiber LLC
8020 Katy Freeway
Houston, TX 77024
Attn: Legal Department - Networks

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

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

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

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

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

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

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

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

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

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

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

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

(Signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., *Mayor*

Date: _____

WITNESSES:

Sign: Tara L Croteau
Print name: Tara L Croteau

Sign: Sara LaPrade
Print name: Sara LaPrade

CROWN CASTLE FIBER LLC

By: Douglas A. VanDiviles
Print Name: DOUGLAS A. VAN DIVIKLES
Title: MANAGING COUNSEL

Date: Feb. 28, 2024

ATTACHMENT A

1. Addendums to RFP No. 7920, consisting of one (1) page, attached hereto;
2. RFP No. 7920, consisting of seventeen (17) pages excluding support documents and sample contract, attached hereto;
3. Contractor's Cost Proposal, dated November 28, 2023, consisting of six (6) pages, attached hereto;
4. Contractor's Response to RFP No. 7920, consisting of thirty-five (35) pages excluding support documents, bid bond and personnel resumes, attached hereto;
5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
6. Project Specifications and/or Conditions, incorporated herein by reference;
7. City Contract Compliance Documents, incorporated herein by reference;
8. Certificates of Insurance, incorporated herein by reference;
9. Licenses, incorporated herein by reference;
10. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

WATERBURY
PUBLIC SCHOOLS

#6

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

MEMORANDUM

DATE: February 27, 2024

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for Amendment One (1) to the Construction Contract for the Conversion of the Weight Room and Firing Range at Crosby High School in Physical Education Space with *All Trade Industries, LLC*

All Trade Industries, LLC was awarded the contract for the conversion of the weight room and firing range at Crosby High School into physical education space. The contract is based on a predetermined scope of work, which includes removal and disposal of the existing dilapidated fitness equipment, installation of a new condensing unit on the complex roof with roof patching and all thermal and moisture protection, installation of fabric ductwork for fresh air distribution, and installation of additional fire alarm devices tying into the existing system.

The contract was initiated under RFP#7900 and the project is being is being funded through the American Rescue Plan Act/Elementary and Secondary Schools Emergency Relief funds (ARPA/ESSER). The total agreement amount is $743,050, which includes an owner controlled contingency or the above mentioned scope.

Due to unforeseen circumstances, additional services for lead remediation, removal and disposal in the areas designated in the original contract (weight room, mechanical fan room and firing range) are required to complete the original scope. For Amendment #1, we are respectfully requesting to amend the contract with All Trade to increase the established contingency amount by $174,000, increasing the total contingency amount to $254,000. The additional contingency will also be owner controlled, allowing the Education Department to continue to negotiate for a reduced price with the contractor. The total contract amount will be increased to $917,050. Existing contract timeframe will remain unchanged.

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

c: Mike Konopka, Dave Heavener, Jake Schick, Amy Hunihan

Final JPY 2.28.24

AMENDMENT NUMBER ONE
to
Construction Contract
for
Conversion of the Crosby High School Weight Room and Firing Range
into
Physical Education Space
between
City of Waterbury
and
All Trade Industries, LLC

THIS AMENDMENT NUMBER 1, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **ALL TRADE INDUSTRIES, LLC**, a Connecticut corporation, having its principal business address at 94 Edwin Avenue, Waterbury, Connecticut 06708, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the parties executed an Agreement (the "Agreement"), effective February 2, 2024 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7900** for a construction project converting the weight room and firing range at Crosby High School into physical education space (the "Project");

WHEREAS the Agreement contains an Owner Controlled Contingency provision to be used for services not previously contemplated under the February 2, 2024, Agreement; and

WHEREAS the parties have determined that an additional increases of $174,000 to the Owner Controlled Contingency is appropriate because of additional and extra-contractual costs and expenses to abate hazardous materials, primarily lead, recently discovered at the Project.

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

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.

2. The Parties agree to amend the Agreement by this Amendment 1 to increase the Owner Controlled Contingency.

3. **Section 6 Compensation** shall be amended such that **Section 6.1. Fee Schedule**, including **Section 6.1.1**, is deleted and replaced with the following new **Section 6.1** (inclusive of new **Section 6.1.1**), which shall now provide as follows:

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

_____

_____

ALL TRADE INDUSTRIES, LLC

By:_____
Giovanni Orsini, Manager

Date:_____

#7

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: February 21, 2024

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for the Construction Contract (RFP#7859) for HVAC Replacements at Multiple School Gymnasiums and Cafeterias with All State Construction, Inc.

The Education Department respectfully requests your review and approval of a construction contract for HVAC replacements at multiple school gymnasiums and cafeterias at six elementary schools (Bucks Hill, Chase, Driggs, Generali, Hopeville and Tinker) in the amount of $5,803,250, which includes a base amount of $5,503,250 and an owner-controlled contingency of $300,000 for work requested and approved by the Education Department under the scope. This Agreement is subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

The contract was initiated under RFP #7859 in October 2023 and closed in February 2024. The RFP was extended four times over this five-month period, which included three additional walk-throughs, in an attempt to attract more bidders. All State was the only bidder and was deemed responsible and qualified for this project. All State has performed satisfactorily in the past on Education projects.

The project consists of performing HVAC (cooling tower) replacements and related electrical work at the gymnasiums and cafeterias at Bucks Hill, Chase, Driggs, Generali, Hopeville and Tinker Elementary Schools. All work and services are scheduled to be completed on or before December 31, 2024. Funding will be procured from the American Rescue Plan Act/Elementary and Secondary School Emergency Relief (ARP/ESSER) funds.

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 consideration.

JPY 2.21.24

Construction Contract
for
HVAC Replacements
at
Multiple School Gymnasiums and Cafeterias
between
City of Waterbury
and
All State Construction, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and All State Construction, Inc., located at 449 Cooke Street, Farmington, 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. 7859** for HVAC replacements and associated electrical work at multiple school gymnasiums and cafeterias (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7859**; 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. As more particularly set forth in **Attachment A**, the Project consists of performing HVAC replacements and related electric work at gymnasiums and cafeterias at the following schools:

- Bucks Hill Elementary School
- Chase Elementary School
- Driggs Elementary School
- Margaret M. Generali Elementary School
- Hopeville Elementary School

- B.W. Tinker Elementary School

Attachments A and **B** (referred to in 1.1.5 below) and **C** (referred to in 5.1 below) are hereby made material provisions of this Contract. in **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:

1.1.1 City's **RFP No. 7859** (incorporated by reference);
1.1.2 Addendums 1 through 8 to **RFP No. 7859** (incorporated by reference);
1.1.3 Contractor's Price Proposal (revised), dated February 14, 2024, consisting of 2 pages (incorporated by reference);
1.1.4 Contractor's Response with associated attachments to **RFP No. 7859**, dated January 2024, consisting of 45 pages (incorporated by reference);
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. 7859**, Scope of Services" (also referred to as "Technical Specifications"), which are part of the Site Map/Drawings identified in Section 1.1.7 (incorporated by reference);
1.1.7 "Site Map" with List of Drawings prepared by Barton & Loguidice, consisting of 83 pages, dated September 2023, and plans and project specifications, dated September 2023, consisting of 365 pages (see **RFP No. 7859**, which contains the link to the Site Map) (incorporated by reference;
1.1.8 State of Connecticut Prevailing Wage Schedule dated October 1, 2023, and related information, consisting of 8 pages (incorporated by reference);
1.1.9 Contractor's Certificate of Insurance (incorporated by reference);
1.1.10 Contractor's Performance Bond (incorporated by reference);
1.1.11 Contractor's Payment Bond (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:

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. 7859**;
1.2.5 **RFP No. 7859** including City of Waterbury, Board of Education, **RFP No. 7859**, **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 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. 7859** (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;

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.

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 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 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 an 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 no later than November 30, 2024, and shall achieve Final Completion on or before December 31, 2024 ("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. Subject to 5.2.1.3, it is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 Subject to 5.2.1.3, 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.

5.2.1.3 Notwithstanding the above, if the electrical equipment is not delivered to the Project because of an exceedingly lengthy manufacturer lead time delay(s), which then prohibits the Project's completion within the Contract Time, upon Contractor's production of reasonable documentation and confirmation of timely procurement and a manufacturer delivery delay(s), the City agrees to not assess liquidated or other delay damages against the Contractor. Contractor is required to diligently prosecute all Work not impacted by the electrical equipment manufacturer delivery delay(s) to minimize any Project completion delay.

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 **FIVE MILLION EIGHT HUNDRED THREE THOUSAND TWO HUNDRED FIFTY DOLLARS ($5,803,250)** (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:

I. Bucks Hill Elementary School

i. $899,910 (base payment); and

II. Chase Elementary School

i. $771,200 (base payment); and

III. Driggs Elementary School

i. $1,013,720 (base payment);

IV. Margaret M. Generali Elementary School

i. $987,020 (base payment); and

V. Hopeville Elementary School

i. $843,450 (base payment); and

VI. B.W. Tinker Elementary School

i. $987,950 (base payment); and

VII. Owner Controlled Contingency As Governed By Section 6.1.1 Below – $300,000

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 Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7859** shall be 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:

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

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 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, as well as 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 or KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

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

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

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 obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the 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.

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: **$3,000,000.00** each occurrence and **$3,000,000.00** 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 is absolutely 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, Department 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 except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject

to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education, and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage 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 OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

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 contact awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, 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

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:

(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.

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.

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

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

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

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

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

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

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

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

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

iii. at least seventy percent (70%) of all "new hires" (as that term is

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

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

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

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

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

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

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 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

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.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds,

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 7859** and **(ii)** the Contractor's Bid response to **RFP No. 7859**, dated January 2024. 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

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

Contractor:	All State Construction, Inc. P.O. Box 805 Farmington, CT 06034
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.

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 owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

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

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

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

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

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

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 other 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.

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

JPY 2.21.24

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

ALL STATE CONSTRUCTION, INC.

By:_____
Peter Pare, President

Date: 2/21/2024

ATTACHMENT A

The following documents comprise this attachment:

1. City's **RFP No. 7859**;
2. Addendums 1 through 8 to **RFP No. 7859**;
3. Contractor's Price Proposal (revised), dated February 14, 2024, consisting of 2 pages;
4. Contractor's Response with associated attachments to **RFP No. 7859**, dated January 2024, consisting of 45 pages;
5. City of Waterbury, Board of Education, **RFP No. 7859**, Scope of Services, which are part of the Site Map/Drawings;
6. Site Map with List of Drawings prepared by Barton & Loguidice, consisting of 83 pages, dated September 2023, and plans and project specifications, dated September 2023, consisting of 365 pages (see **RFP No. 7859**, which contains the link to the Site Map);
7. State of Connecticut Prevailing Wage Schedule, dated October 1, 2023, and related information, consisting of 8 pages;
8. Contractor's Certificate of Insurance;
9. Contractor's Performance Bond;
10. Contractor's Payment Bond;
11. All amendment(s) and Change Orders issued by the City after execution of Contract;
12. All applicable Federal, State and local statutes, regulations charter and ordinances; and
13. All applicable permits and licenses.

ATTACHMENT B

CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021

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

In addition:

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

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

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

1.11 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance.

1.12 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination based on age in programs or activities receiving federal financial assistance.

1.13 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.14 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.14.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.14.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.14.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit http://www.lep.gov.

1.14.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.15 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.16 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.

1.17 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.18 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.19 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ATTACHMENT C

WATERBURY PUBLIC SCHOOLS

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

February 21, 2024

All State Construction, Inc.
449 Cooke Street
Farmington, Connecticut 06032

Attn: **Pete Pare, President**

Subject:
Construction Contract for HVAC Replacement at Six Elementary School between City of Waterbury and Sarracco Mechanical Services, Inc. In reference to RFP 7859 - **Notice to Proceed**

Dear Mr. Sarracco,

On behalf of the City of Waterbury, please consider this your Notice to Proceed for the above-referenced Project. This Notice to Proceed date shall be the date signed by the Mayor.

Final Completion of the Project shall be by **January 17, 2025**, and includes the following Milestones:

A. Project Milestone #1: Substantial Completion. The Contractor shall Substantially Complete all work and services required under this Contract within three hundred thirty-five (335) consecutive calendar days of the City's written Notice to Proceed. Based on this Notice to Proceed, the Project Milestone #1 date is **November 30, 2024**; and

B. Project Milestone # 2: Final Completion: The contractor shall reach Final Completion within three hundred sixty-five (365) consecutive calendar days of the City's written Notice to Proceed. Based on this Notice to Proceed, the Project Milestone #2 date is **December 31, 2024**.

Sincerely,

_____
Nicholas Albini, Chief Operating Officer, Department of Education, City of Waterbury

ACCEPTANCE OF NOTICE TO PROCEED
Receipt of the above NOTICE TO PROCEED

By: _____ Dated: _____
(Signature) / Printed Name - Title

CC: Michael LeBlanc, Finance Director, City of Waterbury
Dave Heavener, KBE - City of Waterbury ARPA/ESSER Projects Program Manager

DRAFT

#8

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: February 21, 2024

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for the Construction Contract (RFP#7894) for HVAC Replacements at Seven Elementary Schools with All State Construction, Inc.

The Education Department respectfully requests your review and approval of a construction contract for HVAC replacements at seven elementary schools (Bunker Hill, Clemente International, Kingsbury, Regan, Sprague, Washington and Wilson) in the amount of $5,165,750, which includes a base amount of $4,865,750 and an owner-controlled contingency of $300,000 for work requested and approved by the Education Department under the scope. This Agreement is subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel. The contract was initiated under RFP #7894 and two responses were received from Ferguson Contractors and All State Construction, Incorporated, with All State being the lowest responsible bidder. All State has performed satisfactorily in the past on Education projects.

The project consists of performing HVAC (cooling tower) replacements and related electrical work at seven elementary schools at Bunker Hill, Clemente International, Kingsbury, Regan, Sprague, Washington and Wilson Elementary Schools. All work and services are scheduled to be completed on or before December 31, 2024. Funding will be procured from the American Rescue Plan Act/Elementary and Secondary School Emergency Relief (ARP/ESSER) funds.

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 consideration.

JPY 2.21.24

Construction Contract for HVAC Replacements at Seven Elementary Schools between City of Waterbury and All State Construction, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **ALL STATE CONSTRUCTION, INC.**, located at 449 Cooke Street, Farmington, 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. 7894** for HVAC replacements and associated electrical work at seven specifically listed elementary schools (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 7894**; 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. As more particularly set forth in **Attachment A**, the Project consists of performing HVAC replacements and related electric work at the following schools:

- Bunker Hill Elementary School
- International Dual Language
- F.J Kingsbury Elementary School
- Frank G. Regan Elementary School
- Sprague Elementary School
- Washington Elementary School

- Wilson Elementary School

Attachments A and **B** (referred to in 1.1.5 below) and **C** (referred to in 5.1 below) are hereby made material provisions of this Contract. in **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:

1.1.1 City's **RFP No. 7894** (incorporated by reference);
1.1.2 Addendums 1 through 3 to **RFP No. 7894** (incorporated by reference);
1.1.3 Contractor's Price Proposal (revised February 14, 2024), consisting of 3 pages (incorporated by reference);
1.1.4 Contractor's Response with associated attachments to **RFP No. 7894**, dated January 2024, consisting of 46 pages (incorporated by reference);
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. 7894**, 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 Barton & Loguidice, consisting of 63 pages, dated September 2023, and plans and project specifications, dated September 2023, consisting of 352 pages (see **RFP No. 7894**, which contains the link to the Site Map)(incorporated by reference);
1.1.8 State of Connecticut Prevailing Wage Schedule, dated November 7, 2023, and related information, consisting of 8 pages (incorporated by reference);
1.1.9 Contractor's Certificate of Insurance (incorporated by reference);
1.1.10 Contractor's Performance Bond (incorporated by reference);
1.1.11 Contractor's Payment Bond (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:

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. 7894**;
1.2.5 **RFP No. 7894** including City of Waterbury, Board of Education, **RFP No. 7894**, **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 the use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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.

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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 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. 7894** (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;

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.

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 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 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 an 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 no later than November 30, 2024, and shall achieve Final Completion on or before December 31, 2024.

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.

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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. Subject to 5.2.1.3, it is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 Subject to 5.2.1.3, 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.

5.2.1.3 Notwithstanding the above, if the electrical equipment is not delivered to the Project because of an exceedingly lengthy manufacturer lead time delay(s), which then prohibits the Project's completion within the Contract Time, upon Contractor's production of reasonable documentation and confirmation of timely procurement and a manufacturer delivery delay(s), the City agrees to not assess liquidated or other delay damages against the Contractor. Contractor is required to diligently prosecute all Work not impacted by the electrical equipment manufacturer delivery delay(s) to minimize any Project completion delay.

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **FIVE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($5,165,750)** (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:

I. Bunker Hill Elementary School

i. $790,000 (base payment);

II. International Dual Language

i. $624,700 (base payment);

III. F.J Kingsbury Elementary School

i. $810,800 (base payment);

IV. Frank G. Regan Elementary School

i. $409,850 (base payment);

V. Sprague Elementary School

i. $717,750 (base payment);

VI. Washington Elementary School

i. $682,100 (base payment);

VII. Wilson Elementary School

i. $830,550 (base payment); and

VII. Owner Controlled Contingency As Governed By Section 6.1.1 Below – $300,000.

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 Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the

sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7894** shall be 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:

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

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 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, as well as 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 or KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor

or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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 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.

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, 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 is absolutely 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, Department 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 except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be

primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education, and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage 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 OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, 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 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:

(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.

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.

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

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

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. The Contractor shall meet with the Administrator no less than

four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1.

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

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

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

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

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

sums due 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.

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 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

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.

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 7894** and **(ii)** the Contractor's Bid response to **RFP No. 7894**, dated January 2024. 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.

JPY 2.21.24

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

Contractor:	All State Construction, Inc. P.O. Box 805 Farmington, CT 06034
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.

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 owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

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

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

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

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

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

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 other 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.

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.

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

ALL STATE CONSTRUCTION, INC.

By: _____
Peter Pare, President

Date: 2/21/2024

ATTACHMENT A

The following documents comprise this attachment:

1. City's **RFP No. 7894**;
   Addendums 1 through 3 to **RFP No. 7894**;
2. Contractor's Price Proposal (revised February 14, 2024), consisting of 3 pages;
3. Contractor's Response with associated attachments to **RFP No. 7894**, dated January 2024, consisting of 46 pages;
4. City of Waterbury, Board of Education, **RFP No. 7894**, Scope of Services;
5. Site Map with List of Drawings prepared by Barton & Loguidice, consisting of 63 pages, dated September 2023, and plans and project specifications, dated September 2023, consisting of 352 pages;
6. State of Connecticut Prevailing Wage Schedule, dated November 7, 2023, and related information, consisting of 8 pages;
7. Contractor's Certificate of Insurance;
8. Contractor's Performance Bond;
9. Contractor's Payment Bond;
10. All amendment(s) and Change Orders issued by the City after execution of Contract;
11. All applicable Federal, State and local statutes, regulations charter and ordinances; and
12. All applicable permits and licenses.

ATTACHMENT B

CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021

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

In addition:

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

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

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

1.11 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance.

1.12 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination based on age in programs or activities receiving federal financial assistance.

1.13 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.14 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.14.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.14.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.14.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit http://www.lep.gov.

1.14.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.15 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.16 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.

1.17 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.18 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.19 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ATTACHMENT C

WATERBURY PUBLIC SCHOOLS

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

February 21, 2024

All State Construction, Inc.
449 Cooke Street
Farmington, Connecticut 06032

Attn: **Pete Pare, President**

Subject:
Construction Contract for HVAC Replacement at Seven Elementary School between City of Waterbury and Sarracco Mechanical Services, Inc. In reference to RFP 7894 **- Notice to Proceed**

Dear Mr. Sarracco,

On behalf of the City of Waterbury, please consider this your Notice to Proceed for the above-referenced Project. This Notice to Proceed date shall be the date signed by the Mayor.

Final Completion of the Project shall be by **January 17, 2025**, and includes the following Milestones:

A. Project Milestone #1: Substantial Completion. The Contractor shall Substantially Complete all work and services required under this Contract within three hundred thirty-five (335) consecutive calendar days of the City's written Notice to Proceed. Based on this Notice to Proceed, the Project Milestone #1 date is **November 30, 2024**; and

B. Project Milestone # 2: Final Completion: The contractor shall reach Final Completion within three hundred sixty-five (365) consecutive calendar days of the City's written Notice to Proceed. Based on this Notice to Proceed, the Project Milestone #2 date is **December 31, 2024**.

Sincerely,

_____
Nicholas Albini, Chief Operating Officer, Department of Education, City of Waterbury

ACCEPTANCE OF NOTICE TO PROCEED
Receipt of the above NOTICE TO PROCEED

By: _____ Dated: _____
(Signature) / Printed Name - Title

CC: Michael LeBlanc, Finance Director, City of Waterbury
Dave Heavener, KBE - City of Waterbury ARPA/ESSER Projects Program Manager

DRAFT

WATERBURY
PUBLIC SCHOOLS

#9

Dr. Michelle E. Eckler
Supervisor of Technology
for Teaching and Learning
(203) 574-8088
meckler@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education Commissioners
Board of Alderman

FROM: Dr. Michelle Eckler, Supervisor of Technology for Teaching and Learning MEE

DATE: February 26, 2024

RE: Request for Approval for a Contract Amendment for Rubicon West (Atlas)

The Academic Office of the Waterbury Public Schools respectfully requests your approval to amend our existing contract with Rubicon West (Atlas) in order to extend the contract for an additional year. This is the second amendment extension from the original contract.

This agreement was initiated under the Request for Proposal Process (RFP#7233). There were three (3) proposals for this project, with Rubicon West (Atlas) being the provider chosen unanimously by the committee in 2022 for its comprehensive and user-friendly platform, its customizable features, its comprehensive professional learning, and its responsive customer service and support. The committee was impressed by the program presented by Rubicon West and the Academic Office has already spent significant time inputting our curriculum into the system during the 22-23 and 23-24 school years.

Rubicon West will provide certified staff access to curriculum warehouse software based upon enrollment of 19,000 students. The term of the contract amendment is one (1) year. Attached for your review and consideration is the proposed amendment for Rubicon West (Atlas) in the total amount of $45,980.00

AMENDMENT #2
to
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 7223)
for
Online Curriculum and Lesson Planning Warehouse
between
The City of Waterbury, Connecticut
and
Rubicon West, LLC

THIS AMENDMENT #2 ("Amendment 2"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and RUBICON WEST, LLC (hereinafter "Contractor"), located at 121 SW Salmon Street, Suite 1200, Portland, Oregon, an entity wholly owned by ManageBac Inc., incorporated in the State of Delaware (jointly referred to as the "Parties" to this Amendment 1).

WHEREAS, the City entered into an Agreement with Contractor effective on July 28, 2022 for Online Curriculum and Lesson Planning Warehouse for Waterbury Public Schools grades Pre-K through 12 (the "Agreement"); and

WHEREAS, the Parties executed the First Amendment (Amendment #1) to the Agreement on July 28, 2023, in order to exercise the option to extend the term of the Agreement for one (1) year; and

WHEREAS, in accordance with Section 21 and Section 5 of the Agreement, the Parties hereby wish to amend the Agreement, as Amended by Amendment #1, in order to in order to exercise the option to extend the term of the Agreement for an additional one (1) year, and to provide additional compensation consistent therewith; and

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

1. **Section 5 of the Agreement, as amended by Amendment #1, shall be amended as follows**:

5. Contract Time. The term of this Contract shall be for an initial period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate July 31, 2025, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for one separate 1-year period, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will 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 Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

2. **Section 6 of the Agreement, as amended by Amendment #1, shall be amended as follows**:

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

Total compensation under this Agreement, as amended by Amendment #1 and this Amendment #2 shall not exceed **ONE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FORTY DOLLARS ($173,940.00),** as follows:

a. Compensation for the Contractor's services shall not exceed Sixty-Three Thousand Nine Hundred Eighty dollars ($63,980.00) for the first year of the Agreement.

The compensation for the first year of the Agreement shall be paid in conformity with the Contractor's Cost Schedule dated April 26, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

b. Compensation for the Contractor's services shall not exceed Sixty-Three Thousand Nine Hundred Eighty dollars ($63,980.00) for the second year of the Agreement.

c. Compensation for the Contractor's services shall not exceed Forty-Five Thousand Nine Hundred Eighty dollars ($45,980.00) for the third year of the Agreement.

The compensation for the third year of the Agreement shall be paid in conformity with the Contractor's Cost Schedule dated January 5, 2024, which is set forth in Attachment A of this Amendment 3. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

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

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7233 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective July 28, 2022 and Amendment 1 effective July 28, 2023, shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

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

WITNESS:

CITY OF WATERBURY

_____

By:_____
Paul K. Pernerewski Jr., Mayor

_____

Date:_____

WITNESS:

RUBICON WEST, LLC

Christopher S. Guthrie

By: _____

Print Name: Bernard Merkel

Date: 2/12/24

ATTACHMENT A

1. Contractor's Cost Schedule dated January 5, 2024 (attached hereto)

See Attached

Atlas

Pricing Schedule

Waterbury Public Schools
236 Grand Street
Waterbury, Connecticut 06702
United States

Mailing Address

Rubicon West LLC
Suite 1200, 121 SW Salmon Street
Portland, OR 97204

Telephone

+1 503 223 7600

Email

hello@onatlas.com

Tax ID Information

93-0987275

Payment Method

Check, Purchase Order (P.O.), Bank Transfer or Credit Card

Recurring Services	Students	Annual Fee (USD)
Atlas Subscription	19000	45,980.00
Atlas - Premium Support	19000	0.00
Recurring Services Subtotal		**45,980.00**

Total Annual Recurring Fee **45,980.00**

Services Start Date: August 1, 2024

The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. Unless withdrawn or superseded, this quotation ("Pricing Schedule") is an offer, valid through August 2, 2024. Your signed acceptance must be received before this date, to complete the contract.

The Services provided to the School under this Quotation are subject to the Services Agreement signed between Rubicon West LLC and the School, which is governed by the Terms & Policies including those available at https://www.onatlas.com/terms.

Schools are solely responsible for any and all duties, taxes, levies or fees (including any sales, use of withholding taxes) imposed on or in connection with payment for Service provided by Rubicon West LLC.

COMPANY RESOLUTION

I, Theodore King, hereby certify that I am the duly elected and acting Director of Rubicon West LLC, a Limited Liability Company organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the company duly held on the 2nd day of June, 2023.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Rubicon West LLC company this 26th day of June, 2023.

Theodore King

Director



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Atlas Curriculum Management, Premium Support
(Service or Commodity Covered by Contract)

One Year, Renewing each August 1
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 4)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

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

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

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

I have read and agree to the above certification.

Rubicon West, LLC
(Name of Company, if applicable)

B A Merkel
Signature of Individual (or Authorized Signatory)

2/12/24
Date

Bernard Merkel, VP Americus
Print or Type Name and Title (if applicable)

DELIVERED | By Mail [X] Hand-Delivered [ ]

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

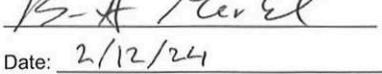
Full Legal Name and address of Recipient, Vendor, or Contractor:

Rubicon West, LLC
121 SW Salmon St. #1200
Portland OR 97204

Print Name and Title of Authorized Representative:

Bernard Merkel - VP, Americas

Signature of Authorized Representative:



Date: 2/12/24

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Oregon

SS.:_____

County of Multnomah

Bernard Merkel, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

Christopher S. Guthrie

Rubicon West, LLC
Name of Corporate Signatory

121 SW Salmon St. #1200 Portland OR 97204
Address of Business

RUBICON WEST LLC CORPORATE SEAL

Affix Corporate Seal

By: _____
Name of Authorized Corporate Officer

Its: Bernard Merkel VP, Americas
Title

OFFICIAL STAMP
NA CANCINO
BLIC - OREGON
ON NO. 1027302
S AUGUST 03, 2026

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

State of Oregon)

) SS

County of Multnomah)

Bernard Alexandre Merkel being duly sworn,

deposes and says that he/~~she~~ is VP, Americas of Rubicon West LLC and that he/~~she~~ answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 13th day of February 2024.

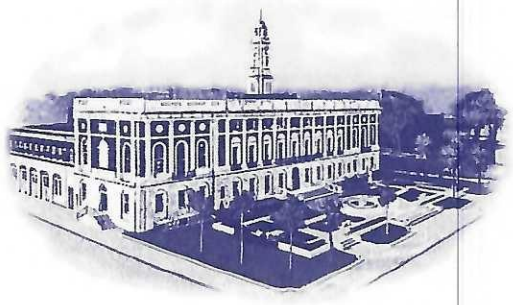
(Christina) Cancino
(Notary Public)

My Commission Expires: August 3, 2026

OFFICIAL STAMP
CHRISTINA CANCINO
NOTARY PUBLIC - OREGON
COMMISSION NO. 1027302
MY COMMISSION EXPIRES AUGUST 03, 2026

OFFIC
CHRISTI
NOTARY PU
COMMISSI
MY COMMISSION EXPIRE

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Dr. Michelle E. Eckler, Supervisor of Technology for Teaching and Learning

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request – Amendment #2 to Contract with Rubicon West, LLC (dba Atlas)

Date: January 11, 2024

I have reviewed the attached letter provided by Michelle Eckler, Supervisor of Technology for Teaching and Learning, concerning the above amendment. The pricing is as stated in the original cost proposal from the vendor, therefore I see no reason not to grant this extension.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.
(2) Soliciting qualifications, proposals or competitive bids for purchase would:
(a) Cause a hardship for the City of Waterbury

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

Michelle E. Eckler, Ed.D.
Supervisor of Technology
for Teaching and Learning
(203) 574-8348
meckler@waterbury.k12.ct.us

To: Mr. Kevin McCaffery, Purchasing Director
From: Dr. Michelle Eckler, Supervisor of Technology for Teaching and Learning
Date: January 8, 2024
Re: Contract Amendment for Rubicon West, LLC (d/b/a Atlas)

Dear Mr. McCaffery,

RFP 7233

The Waterbury Public Schools has an established contract with Rubicon West, LLC (d/b/a) Atlas for an online curriculum warehouse software. The Academic Office of the Waterbury Public Schools has been using this software since the 2022-2023 School Year and is deeply invested in its use for curriculum development and dissemination across the district.

We are respectfully requesting to extend the initial contract for one additional year ($45,980/year) as outlined in the revised cost proposal dated June 7, 2022 in the original contract.

The aforementioned extension is consistent with the scope of services in the original procurement for Rubicon West, LLC (d/b/a Atlas). The department requests your written permission, as Director of Purchasing, under section 38.703 of the Waterbury Procurement Ordinance to amend the contract to include two additional years of service. Please do not hesitate to reach out to me should you require any additional information.

Sincerely,

Michelle E. Eckler, EdD

Dr. Michelle E. Eckler
Supervisor of Technology for Teaching and Learning

Atlas

Quotation

Mailing Address

Rubicon West LLC
Suite 1200, 121 SW Salmon Street
Portland, OR 97204

Telephone

+1 503 223 7600

Email

hello@onatlas.com

Tax ID Information

93-0987275

Payment Method

Check, Purchase Order (P.O.), Bank Transfer or Credit Card

Waterbury Public Schools
236 Grand Street
Waterbury, Connecticut 06702
United States

Dear Michelle Eckler, EdD.,
Thank you for your interest in Atlas. Please take a moment to review the formal quotation below.

Sincerely yours,
Kyle Conrath
January 5, 2024

Recurring Services	Students	Annual Fee (USD)
Atlas Subscription	19000	45,980.00
	Recurring Services Subtotal	45,980.00
	Total Annual Recurring Fee	45,980.00

Services Date: August 1, 2024- July 31st 2025
The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. Unless withdrawn or superseded, this quotation ("the Quotation") is an offer, valid through August 1, 2024. Your signed acceptance must be received before this date, to complete the contract.

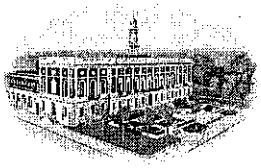
The Services provided to the School under this Quotation are subject to the Services Agreement signed between Rubicon West LLC and the School, which is governed by the Terms & Policies including those available at https://www.onatlas.com/terms.

By signing below, the School agrees to be bound by all terms referenced herein:

Chris Guthrie
Director of Accounts - Americas
Rubicon West LLC
Date:

Michelle Eckler, EdD.
Supervisor of Technology for Teaching and Learning
Waterbury Public Schools
Date:

Schools are solely responsible for any and all duties, taxes, levies or fees (including any sales, use of withholding taxes) imposed on or in connection with payment for Service provided by Rubicon West LLC.



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: February 22, 2024

From: Delinquent Tax Office

To: Jerry Gay
BOE Contracts Manager
Waterbury Board of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **are not** delinquent for taxes, water or parking tickets.

Bernard Merkel
Rubicon West LLC
121 SW Salmon ST. #1200
Portland, OR 97204

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

Nancy J Olson

Nancy J. Olson. CCMC
Deputy Revenue Collection Manager
City of Waterbury

NO/adw

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2024

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

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

PRODUCER	Arnold Bruce & Doerfler 1405 SW 14th Ave Portland, OR 97201 License #: 1436694	CONTACT NAME: Annette Fritz PHONE (A/C, No, Ext): (503)222-1951 FAX (A/C, No): (503)222-5825 E-MAIL ADDRESS: annettef@abdins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Sentinel Insurance Company	11000
INSURED	ManageBac Inc. Rubicon West LLC 548 Market St Ste 40438 San Francisco, CA 94104-5401	INSURER B : Trumbull Insurance Company	00914
		INSURER C : Crum & Forster Specialty Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00004041-1587917** **REVISION NUMBER: 46**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	52SBAAE7136	08/14/2023	08/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	52SBAAE7136	08/14/2023	08/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECAH1SDH	08/14/2023	08/14/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof. Liab (E&O)			TEO3049933500	05/27/2023	05/27/2024	EaClaim / Agg / Ret	$5M / $5M / $50k
C	Cyber Liability			TEO3049933500	05/27/2023	05/27/2024	EaClaim / Agg / Ret	$5M / $5M / $50k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Rubicon Software/program training for curriculum & lesson plan mapping
The City of Waterbury and the Waterbury Board of Education are additional insureds and insurance is primary & non-contributory when required by written contract regarding the above general liability and auto liability per forms SS0008 & SS0438. Waiver of subrogation applies when required by written contract per forms SS0008 & SS0438. 30 day cancellation notice applies.

CERTIFICATE HOLDER

The City of Waterbury
Waterbury Board of Education
235 Grand St
Waterbury, CT 06702-1915

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



(AMF)

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#10

WATERBURY
PUBLIC SCHOOLS

Holly Maxson
Supervisor of Fine Arts
(203) 346-6671
hmaxson@waterbury.k12.ct.us

Memorandum

To: WPS Board of Education

From: Holly Maxson, Supervisor of Fine Arts

Date: February 26, 2024

Re: Board of Education Approval Request/Executive Summary- Contract for Waterbury Public Schools and Every Child Arts Experience Grant awarded.

The Fine Arts Department respectfully requests your approval of the above-referenced contract in the acceptance amount of $2500.00 from the Every Child Arts Experience Grant. This grant funding will be used for transportation for Waterbury Public Schools Wilby High School Samba Band to perform at the CT Music Educators Association Convention on April 5th, 2024.

This contract is scheduled to be approved by the Board of Education in March of 2024.

This contract was initiated under the request for proposal process.Every Child Arts Experience is considered a state funded grant.

Under this contract, WPS students will be able to afford the transportation cost from Durham Bus Company to attend the CT Music Educators Convention. Our Wilby Wildcats Samba Band will be performing on Friday, April 5 during the 11:30 AM -12:30 PM showcase in Ballroom A at the Convention Center in Hartford CT for the speciality ensembles portion of the convention.

Please note further that an electronic version and one complete set (“record copy”) of Documents including Contract, Proposals, has been placed on file with our Contracts Manager.
Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

_____
Holly Maxson

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CONNECTICUT

Greetings from the CT Office of the Arts.

Attached is the grant contract for the FY24 Every Child Art Experience awarded to
Waterbury Town Treasurer/Waterbury Public Schools

Wilby High School

by the Connecticut Office of the Arts in the amount of $2,500.00.

Please carefully read the contract and all legal requirements contained therein. Note that the contractual grant period is from **February** I, **2024 - June 30, 2024,** and the submission of a **final report of grant activities is required** within 30 days **(July 30th, 2024)** of the last day of the grant period.

To receive your award, we must receive a correctly completed and signed **grant** contract.
In addition, your organization must be in compliance with reporting requirements for any other Department of Economic and Community Development ("DECD") grants in place. Payment will be delayed if any required information is omitted or is incomplete.

The attached grant contract also requires that, in any news release or printed item describing or promoting your organization's activities, credit must be prominently given to the Department of Economic and Community Development, Connecticut Office of the Arts, by displaying the words *"with the support of the Department of Economic Community Development Office of the Arts, which also receives support from the National Endowment for the Arts, a federal "agency".*
DECD/Branding Logos are available at: DECD/COA Logos

If you have any questions, please email me at: lu.rivera@ct.gov

Thank you.

Lu Rivera, Grants Administrator
CT Office of the Arts

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STATE & FEDERALLY FUNDED GRANT CONTRACT

BETWEEN

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

450 Columbus Boulevard, Suite 5
Hartford CT 06103 (860) 500-2300

And

GRANTEE: Waterbury Town Treasurer/Waterbury Public Schools

SCHOOL: Wilby High School

ADDRESS: 236 Grand Street, Waterbury, CT 06702

CONTACT: Holly Maxson

GRANT AMOUNT: $ 2,500.00

State: $1,363.00

NEA: $1,137.00

MATCHING FUNDS: $0

GRANT NUMBER: FY24-ECA-00040

FUNDING PERIOD: February 1, 2024 - June 30, 2024

DATE ISSUED: February 1, 2024

Section I: **Purpose.** Pursuant lo Conn. Gen. Stat. §§ 10-400 and I0-403, grant funds in the amount of $2,500.00 arc granted to the Grantee noted above to support arts experiences for students that take place in theaters, museums, or in the community, as stated in the Every Child Art Experience application and the budget contained therein.

Section II: **Payment.** Payment of said grant will be made in one installment, contingent upon the availability of funds, and compliance with reporting requirements on any other DECD grants in place. Grant shall not exceed $2,500.00.

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Section III: **Unexpended Grant Funds**. In the event Grantee closes or substantially reduces or suspends operations, Grantee shall return all unexpended grant funds to the DECD. Grantee shall notify DECD in writing within thirty (30) days in the event that it closes or substantially reduces or suspends operations. Such unexpended grant funds shall be returned to DECD within thirty (30) days of said notice.

Section IV: Federal Compliance. This Grant includes federal funds through a grant#: 1914148-61-23 from the National Endowment for the Arts (NEA) to the DECD. DECD grantee must therefore comply with all pertinent federal requirements. As a sub grantee receiving federal funds, there may be no overlapping project costs between this Grant and any other federal award.

The Grantee shall comply with:

(a) National Environmental Policy Act of 1969 (P.L. 91-190).

(b) National Historic Preservation Act of 1966 and the Native American Graves Protection and Repatriation Act of 1990.

(c) 0MB Circular A-110 (non-profit organizations, colleges, universities); 0MB Circular A-122 (non-profit organizations other than institutions of higher education), 0MB Circular A-21 (public and private institutions of higher education) or 0MB Circular A-87 (state governments, local governments and federally recognized Indian tribal governments) as appropriate and 45 C.F.R. Part 1157 (local governments and federally recognized Indian tribal governments) as appropriate. The Grantee also will comply with the provisions of A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

(d) 29 C.F.R. Part 505 (labor standards).

(e) 45 C.F.R. Part 1154 (debarment and suspension).

(f) When possible, the Grantee will make purchases consistent with 41 U.S.C. §. I 0a-10c, the "Buy American Act".

(g) The Grantee will use United States air carriers for foreign travel consistent with "Fly America Act".

(h) Federal Debt Status (0MB Circular A-129). The Grantee may not be delinquent in the repayment of any federal debt (e.g., delinquent payroll or other taxes, benefit overpayments, etc.)

Section V: Credit. In any news release or printed material promoting this grant-funded program, prominent credit must be given to the DECO by including the following phrase, ***"with the support of the Department of Economic Community Development Office of the Arts, which also receives support from the National Endowment for the Arts, a federal agency"***

Section **VI:** Use of Funds. Grants funds shall be expended for the project as described in Section 1 according to the application budget and within the period of the Agreement unless a written request for a change is made to and approved by DECD before the end date of the agreement. Unexpended funds shall be returned by the Grantee to DECD within the timeframe and in the manner established in Section VII below.

Section VII: Reporting. Expenditure of grant funds shall take place within the funding period defined

above. Within thirty (30) days after the end of the funding period, Grantee shall provide to DECD a written program evaluation narrative and financial report in a format to be specified by DECO. Any unspent grant funds shall be returned to DECO with the written financial report, in the form of a check made payable to *Treasurer, State of Connecticut.*

Section VIII: Audit Requirements. The Grantee must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. I04-156. The Grantee receiving state funds must comply with Conn. Gen. Stat. §§ 7-39Ga and 396b, and the State Single Audit Act, Conn. Gen. Stat. §§ 4-230 - 4-236, and regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records will be made available to the state and/or federal auditors upon request.

(a) For purposes of this Agreement, "Perfom1" shall mean all acts and things of the Grantee and Grantee Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. for purposes of this Agreement, the verb "to Perform" includes all parts of speech. Further, for purposes of this Agreement, "Records" means all working papers and such other information and materials as may have been accumulated by the Grantee in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, un matured, contingent, known or unknown, at law or in equity, in any forum.

(b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Grantee's and Grantee Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(c) The Grantee shall maintain, and shall require each of the Grantee Parties to maintain, accurate and complete Records. The Grantee shall make all of its and the Grantee Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(d) The State shall make all requests for any audit or inspection in writing and shall provide the Grantee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(e) The Grantee shall keep and preserve or cause to be kept and preserved all of its and Grantee Parties' Records until five (5) years after the latter off (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Grantee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Grantee shall cooperate with an exit conference.

(g) The Grantee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Grantee Party.

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(h) **Audit Requirements for Recipients of State Financial Assistance.** For purposes of 'this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable lo the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Section IX: Compensation. Pursuant to Section 5(m) of the National Foundation on the Arts and the Humanities Act of 1965, as amended, the Grantee shall ensure that: (l) all professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part under such sections will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 C.F.R. § 505.3 to be the prevailing minimum compensation for persons employed in similar activities; and (2) no part of any project or production will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or productions.

Section X: Federal Non-discrimination. The grantee shall comply with:

(a) Title VI of the Civil Rights Act of 1964, *as amended* (42 U.S.C. § 2000d et seq.).

(b) Section 504 of the Rehabilitation Act of 1973, *as amended* (29 U.S.C. § 794 ct seq.).

(c) Title IX of the Education Amendments of 1972, *as amended* (20 U.S.C. § 1681 et seq.).

(d) Age Discrimination Act of 1975, *as amended* (42 U.S.C. §§ 6101 through 6107).

(e) Americans with Disabilities Act of 1990, *as amended* (42 U.S.C. §§ 1210I through 12212).

(f) Additional information about federal requirements is available on the National Endowment for the Arts Web site at www.arlsgov/manageaward/GTC.pdf.

Section XI: Anti Lobbying. The Grantee agrees to comply with Section 319 of Public Law 101-121, codified at 31 U.S.C. § 1352; 0MB Circular A-122 and 45 C.F.R. Part 1158, which prohibit lobbying federal officials with federally-granted funds.

Section XII: Executive Orders and Other Enactments.

(a) All references in this Agreement *to* any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the DECD'S authority to require compliance with the Enactments.

(b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated

August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

(c) This Agreement may be subject to (I) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 6 I of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State lnfom1ation Technology Projects. as issued by the Office or Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

Section XIII: State Non-Discrimination. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Grantee.

(a) For purposes of this Section, the following terms arc defined as follows:

(I) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

(5) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "Marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (I) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) or Connecticut General Statutes § 32-911; and

(10) "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction,

rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (I) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately prcccdi11g enumerated items (I), (2), (3), or (4).

(b)

(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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 oppo1tunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, 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 Connecticut General Statutes§§ 46a-68e and 46a-68fand with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes§ 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(c) The Contractor shall include the provisions of subsection (b) of this Section in cvc1y subcontract

or purchase order entered into in order to fulfill any obligation of a contract with the Stale and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes *46a-56; provided if such Contractor becomes involved in, or is threatened with. litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the Stale may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist 011 the date of this Contract and as they may be adopted or amended from time to time during the term or this Contract and any amendments thereto.

(g)

*(*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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment: (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes§ 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 Connecticut General Statutes § 46a-56..

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Stale and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders or the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut lo enter into any such litigation or negotiation prior thereto lo protect the interests of the State and the State may so enter..

(i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signato1y of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: D

Section XIV: Campaign Contribution and Solicitation Prohibitions.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series or such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represents that they have received the Stale Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions. and will inform its principals of the contents of the notice.

Section XV: Termination.

(/\) The term of this Agreement shall expire upon the fulfillment of all obligations set forth herein or in any of the project documents.

(0) Notwithstanding subsection (A) above, the Grantee may terminate this Agreement prior to the fulfillment of all obligations set forth herein or in any of the project documents so long as it makes full repayment of the Grant plus liquidated damages equal to seven and one-half percent (7.5%) of the total amount of the Grant received, plus all costs and expenses related thereto.

(C) This Agreement may also be terminated by the express written agreement of the Grantee and the State.

(D) This Agreement is subject to the availability of funding. In the event funding for the Grant or underlying program is reduced or terminated, DECO may terminate this Agreement without penalty.

(E) Notwithstanding any such expiration or termination of this Agreement, all indemnity rights set fo1th below and elsewhere in this Agreement or in any of the other project documents shall survive such expiration or termination.

Section XVI: Nonwaiver and Sovereign Immunity:

(a) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(b) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut lo the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Section XVII: Indemnification

(a) The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (I) Claims (all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum) arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee Patties (a Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Grantee is in privity of oral or written contract and the Grantee intends for such other person or entity lo Perform under the Agreement in any capacity); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Grantee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims

concerning confidentiality or any part of or all of thc Grantee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the Stale or any third party acting under the direct control or supervision of the State.

(c) The Grantee shall reimburse the State for any and all damages lo the real or personal properly or the Stale caused by the Acts or the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.

(d) The Grantee's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Slate is alleged or is found to have contributed to the Acts giving rise to the Claims.

(c) The Grantee shall carry and maintain al all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Grantee shall name the State as an additional insured 011 the policy and shall provide a copy of the policy to DECO prior to the effective date of the Agreement. The Grantee shall not begin Performance until the dclivc1y of the policy lo DECD. DECO shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that DECO or the Stale is contributorily negligent.

(I") The Grantee hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project (or the Collateral, as more fully described below ir any), or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, slate, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of the project documents and/or foreclosure of the Mortgage or realization 011 the Collateral (if any).

(g) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

Section XVIII: Protection of Confidential Information

(a) Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Grantee or Grantee Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(I) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored 011 laptops, portable devices or being transmitted electronically.

(c) The Grantee and Grantee Parties shall notify DECD and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DECD and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee at its own cost and expense *to* all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (I) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DECD, any State of Connecticut entity or any affected individuals.

(d) The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each Grantee Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) For purposes of this section, (I) "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DECD classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public; and (2) "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (a) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (b) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (c) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (d) if there is a substantial risk of identity theft or fraud to the client, the Grantee, DECD or the State.

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Section XIX: Breach

(a) If either party breaches the Agreement in any respect, the non-breaching party shall provide written Notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Grantee breach, DECD may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions or this Agreement (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). The right lo cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.

(b) In the event of a breach, DECO may require the Grantee to prepare and submit to DECD a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Grantee's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Grantee shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by DECD and is subject to approval by DECO, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Grantee remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Grantee of its duty to comply with Performance standards, or prohibit DECO from pursuing additional remedies or other approaches to correct substandard Performance.

(c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the staled Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated dale. If the notice docs not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Agreement, such notice to be provided in accordance with the Notice section herein.

(d) If DECD reasonably and in good faith determines the Grantee has not Performed in accordance with the Agreement, DECO may withhold payment in whole or in part in an amount reasonably related to the non-Performance pending resolution of the Performance issue, provided that DECD notifies the Grantee in writing prior to the date that the payment would have been due.

(e) Notwithstanding any provisions in this Agreement, DECO may Terminate this Agreement with no right to cure period for Grantee's breach or violation of any of the provisions in the Section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability lo the Grantee or Grantee Parties, or any third party

(l) Termination under this Breach section is subject lo the provisions of the Termination Section in this Agreement.

Section XX: Representations and Warranties. The Grantee represents and warranties to the State that:

(a) it is duly and validly existing under the laws of its stale of organization and authorized lo conduct business in the Stale of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, dclive1y and Performance of the Agreement and has the power and authority to execute, deliver and Perform its obligations under the Agreement;

(b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to the Agreement.

(c) the execution, delivery and Performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (I) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local) from the administration of federal or state funds;

(e) as applicable, it has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or properly, making false statements, or receiving stolen property;

(f) it is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) it has notified DECO in writing whether it has had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

(h) it has not employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for ii, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;

(i) to the best of its knowledge, there are no Claims involving the Grantee that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement;

(j) it shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement, no later than ten (l 0) Days after becoming aware or after it should have become aware of any such Claims;

(k) it is able to Perform under the Agreement using its own resources;

(I) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(m) if applicable, it has a record of compliance with Occupational Safety and Health Administration regulations without any unabated, willful or serious violations;

(n) it owes no unemployment compensation contributions; and

(o) it is not delinquent in the payment of any taxes owed, or, that it has filed a sales tax security

bond, and it has, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes.

Section XXI: General Terms and Conditions.

(a) Cancellation Clause. This Agreement shall remain in full force and effect for the entire term of the contract period unless cancelled by DECD due to the Grantee's inability to fulfill the terms of the Agreement as described in Section I or the Grantee's cessation of operations. DECD reserves the right to recoup any prior payment if this Agreement is terminated by either party.

(b) Extension. If the Grantee's project cannot be completed by the end date of the Agreement, the Grantee shall request an extension of the Agreement in writing at least 90 days before such date. DECO in its sole discretion may approve such request which shall be provided to the Grantee in writing. Expenses incurred after the end date of the agreement shatI not be eligible for reimbursement unless an extension has been approved in writing by DECD.

(c) Assignment. The Grantee shall not assign any of its rights or obligations under the Agreement, voluntarily or othe1wise, in any manner without the prior written consent of DECD and the approval of the Connecticut Attorney General. DECD may void any purported assignment in violation of this section and declare the Grantee in breach of Agreement. Any Termination by DECD for a breach is without prejudice to DECD's or the State's rights or possible Claims. This shall not prohibit the Grantee from employing qualified personnel who shall work under Grantee's direct supervision.

(d) Amendments, Supremacy, and Entirety of Agreement. No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(e) State Liability. The State of Connecticut shall assume no liability for payment of services under the terms of this Agreement until the Agreement has been accepted by DECO and, if applicable, approved by the Office of Policy and Management (OPM) and by the Attorney General of the State of Connecticut.

(f) Choice of Law and Forum.

(1) The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise or the sovereign immunity of the State or Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(2) Notwithstanding the above, the Grantee agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Grantee further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53

proceedings.

(g) Setoff. The State, in its sole discretion, may setoff and withhold (I) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Grantee's unexcused breach under the Agreement and under any other agreement or arrangement that the Grantee has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Grantee, against amounts othe1wise due or that may become due to the Grantee under the Agreement, or under any other agreement or arrangement that the Grantee has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Grantee's or Grantee Parties' breach of the Agreement, all of which shall survive any setoffs by the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Grantee's Breach, all of which remedies survive any setoffs and withholdings by the State.

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Section XXII: Acceptance of G.-ant Terms and Conditions.

FOR THE GRANTEE:

Signature of Grantee's Authorized Official	Date signed
Paul J. Pernerewski	Mayor
Printed name of official signing above	Printed title of official signing above

FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Signature of DECD's Authorized Official	Date signed
Printed name of official signing above	Printed title of official signing above

This Agreement having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a *Memorandum of Agreement* between the State of Connecticut, Department of Economic and Community Development and the Connecticut Attorney General dated May 12, 2022, as may be amended from time to time.

CONFLICT OF INTEREST CHECK -- NO HITS WERE FOUND

Run on: 02/07/2024 by CJD

For these names:

ART GRANT

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SECOR, CASSIDY & MCPARTLAND, P.C.

ATTORNEYS AT LAW

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February 23, 2024

Angela Juliani, Esq.
Corporation Counsel
City Hall Building
235 Grand Street, 3rd floor
Waterbury, CT 06702

RE: Every Child Art Experience FY24
CRT24-042

Dear Attorney Juliani:

I have reviewed the State of Connecticut document that it requires the City to execute to receive funding under the Every Child Art Experience grant program.

It is my opinion that there is no legal impediment that would prohibit Mayor Pernerewski from executing this document.

If you have any questions please do not hesitate to call.

Very Truly Yours,

Thomas G. Parisot

TGP/lsw

#11

Catholic Academy of Waterbury

Loving Hearts, Innovative Minds, Faith-Filled Spirits

To: Honorable Board of Education

From: Mrs. Christa Chodkowski, Principal

Date: February 23, 2024

Subject: Contract Amendment for Catapult Learning with Catholic Academy of Waterbury

Dear Partners in Education of Waterbury's Children,

The Waterbury Public Schools has a contract with Catapult Learning on behalf of Catholic Academy of Waterbury (a non-public school), which has been in place since the 2020-2021 school year. This is reflected in RFP 6571. Our school currently utilizes Catapult Learning for Title 1 tutoring for students in need of Math and Reading support as is consistent with our original contract. The program has proven highly beneficial for our students. In light of the success of the program, and the accumulation of Title 1 funds to be spent, it would be in our students' best interest to expand the scope of Catapult's services for their benefit.

We are respectfully requesting that the contract with Catapult Learning be amended to reflect an innovative revision. Catholic Academy of Waterbury is a STREAM Academy, with a model that emphasizes science, technology, engineering, the arts, and mathematics. This amendment includes an additional $11,000 spent for STEM integration for students in K-8. The program would span 13 weeks through the conclusion of the 2023-2024 academic year, offering hands-on inquiry-based, problem-solving project-based learning. The goal of the additional program is to bolster the engagement and sense of efficacy of our children in ways that traditional academic tutoring cannot. With the engineering design process and authentic challenges offered to the children in age-appropriate grade bands and highly qualified teachers, students who do not normally shine suddenly explode in excitement and creativity. They meet with a sense of purpose, success, and motivation to meet future challenges in school and in life. The addition of STEM integration will serve to enrich, challenge, and enhance our most struggling learners' capacities for becoming strong, confident learners and leaders both here and in high school and beyond.

This service is in accordance with the original scope of services, as it incorporates multiple "core academic subjects" as outlined in the original RFP. Catapult Learning has provided experienced, certified teachers to serve as tutors for the us in the past, as required by Title 1 Part A of the Elementary and Secondary Education Act.

Thank you for your continued consideration of this request on behalf of the students of Catholic Academy of Waterbury. Should you have any questions, please do not hesitate to contact me.

Respectfully,

Christa Chodkowski

Mrs. Christa Chodkowski

Principal

386 Robinwood Road, Waterbury, CT 06708 / 203.756.5313
catholicacademywaterbury.org

Amendment 1
to
Professional Services Agreement RFP No. 6571
For
Waterbury Non-Public Schools (Title I) Tutoring Services
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Catapult Learning, LLC

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Catapult Learning, LLC ("Catapult" or the "Consultant"), a State of Connecticut duly registered foreign limited liability company.

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 6571 for Tutoring Services for Waterbury Non-Public Schools (Title I), executed by the Mayor of the City of Waterbury on September 21, 2022 ("Agreement"); and

WHEREAS, the parties wish to amend said Agreement to include additional STEM services for 18 K-8 students at Catholic Academy of Waterbury over a 13 week period and to adjust the fee accordingly, as further set forth in **Attachment A** to this Amendment 1.

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

1. Section 1.1 "Services to be Provided" shall be amended to add the following provision:

1.1.6. Catapult Learning STEM Enrichment Program. Catapult shall provide a 13 week STEM program for 18 K-8 students at Waterbury Catholic Academy, as further as set forth in **Attachment A** to Amendment 1.

2. Section 1.2 "Attachment A" shall be deleted and amended as follows:

1.2. Attachment A is hereby made a material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by Catapult as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.2.1. City of Waterbury RFP No. 6571 consisting of 10 pages, excluding attachments, attached hereto;
1.2.2. Addendum #1 to RFP No. 6571, dated February 11, 2020, consisting of 2

pages, attached hereto;

1.2.3. Catapult's Revised Cost Proposal to RFP No. 6571, submitted September 17, 2020, consisting of 1 page, and as modified by Consultant's "Catapult Pricing Approval" letter, dated June 18, 2021, consisting of 1 page, both attached hereto;

1.2.4. Catapult's Response to RFP No. 6571 (excluding required contract compliance documents), dated February 19, 2020, consisting of 26 pages, attached hereto;

1.2.5. State of Connecticut Department of Education "Grant Award Notification" Revision, Grant No. 151-000 12060-20679-2021-82070-170002, "Title I Part A," dated October 22, 2020, consisting of 1 page, attached hereto;

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

1.2.7. Certificates of Insurance (incorporated by reference);

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

1.2.9. All licenses (incorporated by reference).

1.2.10. Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, **Attachment A** to Amendment 1.

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

1.2.1. This Contract

1.2.2. Addendum #1

1.2.3. City of Waterbury RFP No.6571

1.2.4. Catapult's Revised Cost Schedule to RFP No. 6571 as modified by Consultant's "Catapult Pricing Approval" letter dated June 18, 2021

1.2.5. Catapult's Response to RFP No.6571

1.2.6. Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, **Attachment A** to Amendment 1.

3. Section 7.1 "Fee Schedule" shall be deleted and amended as follows:

7.1 Fee Schedule. The total compensation payable to the Consultant for the Initial Term of this contract shall not exceed Two Hundred Eighty-Seven Thousand, Twenty-Four Dollars ($287,024.00); said fees shall be based on: (i) the hourly rates as set forth in Consultant's "Pricing Approval" letter dated June 18, 2021, attached to the Agreement as

Attachment A; and (ii) Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, attached to this Amendment 1 as **Attachment A**.

4. **All other terms, conditions and provisions of the Agreement remain in full force and effect and binding upon the parties.**

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment 1 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

CATAPULT LEARNING, LLC

By:_____

Its _____

Date: _____

ATTACHMENT A

To Amendment 1
Professional Services Agreement RFP No. 6571
for
Waterbury Non-Public Schools (Title I) Tutoring Services
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Catapult Learning, LLC

1. Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, attached hereto



Proposal for STEM Enrichment to Catholic Academy of Waterbury

January 10, 2024

Prepared by Catapult Learning:

Jessica King
Regional Director
781.718.1405
Jessica.king@catapultlearning.com

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Scope of Services

Catapult Learning STEM Enrichment Program

Supplemental services are a great option for school districts looking to provide students with additional learning opportunities beyond their core instruction. By choosing Catapult Learning for these services, you will receive:

- **Implementation of Services –** planning, coordination, recruiting/hiring/onboarding of staff, enrollment of students, and all activities required to begin delivering services.
- **Direct Services for Students** – instruction/tutoring delivered to students by qualified instructors.
- **Program Management** – ongoing supervision, training, reporting and coordination required to ensure a successful engagement.

Our objective is to help students acquire the appropriate academic skills to increase their performance on assessments, assist students with meeting reclassification requirements, and to improve classroom performance. To reach that goal, our program will focus on the following:

- Enabling students to perform tasks related to content reading, writing and speaking within grade level and school expectations
- Providing students with the skills and strategies to support students and help them be more confident and successful learners
- Assisting students in improving their academic and math specific vocabulary

Catapult Learning's Intervention Services

For Catholic Academy of Waterbury, our proposed Academic Programming includes Catapult's Small Group Instructional Model paired with our STEM Enrichment.

Small Group Instructional Model

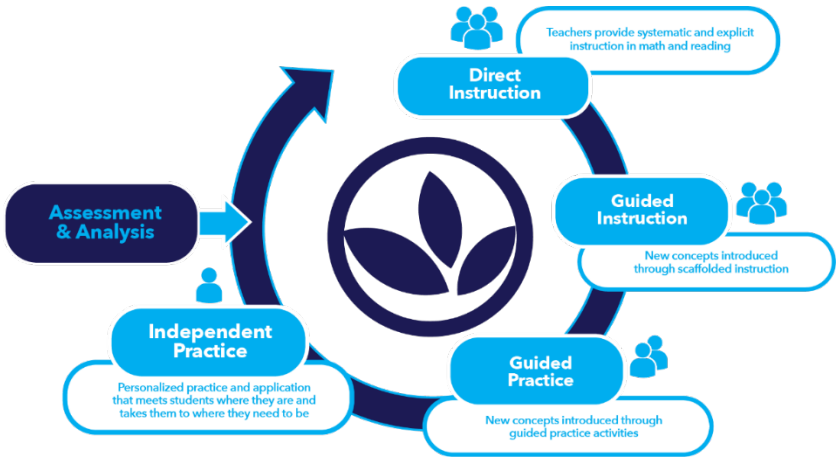
Our teachers work with small groups of students using activities that align to instructional objectives and lend themselves to differentiation to individual students' needs within a small group. We set clear and consistent expectations for student behavior and participation. Instruction includes guided peer and teacher interactive techniques to enhance student interest and attitudes toward learning, and to promote active learner engagement.

Small groups allow students to experience the motivation of peer interaction while focusing on activities designed to reinforce challenging skill areas. This opportunity for small group interaction within a nurturing environment is essential for reluctant learners, and struggling students.

The teacher emphasizes process as well as product. In each session, teachers address specific skills within a carefully crafted lesson framework. The low student-to-teacher ratio allows teachers to support and interact with each student and provide immediate feedback based on each student's performance on independent activities. Student performance is monitored and recorded on a continual basis.

Our overarching instructional model combines a diagnostic/prescriptive approach with a coherent set of research-based, best practices. Students start with an assessment to identify skill gaps and areas of need. Lessons are designed and delivered in a gradual release of responsibility model to ensure students spend significant instructional time in what researchers refer to as Academic Learning Time (Fisher & Berliner, 1985). Academic Learning Time (ALT) requires that students understand learning objectives, spend time actively manipulating academic content of the lesson, and engage in work that leads to high rates of independent success. Lessons are designed to create ALT for each student.

The instructional model emphasizes teacher "think-alouds" in every lesson to make the skill and thought process visible. Teachers deliver systematic, explicit instruction with scaffolding to ensure that all students succeed.



Our instructional programs provide many advantages, including:

- Research-based strategies consistently refreshed to increase alignment to state standards and new research findings
- Highly structured lessons that build and reinforce skills and provide instructional support and modeling
- Vertical alignment and scaffolding to differentiate instruction based on student need
- Built-in formative assessments that find challenge areas
- Supports for students struggling with grade-level work that affect their ability to catch up with peers and master grade-level content
- Close communication between our staff to ensure mastery of objectives
- Heightened student confidence, motivation to learn, and level of academic engagement

Teachers receive intensive training on research-validated instructional strategies and are provided with a wealth of instructional support materials to help them assess, motivate, and teach the children in their care. Individual student progress is carefully checked by the Catapult Learning teacher continually in the small group setting. Student progress is regularly observed, recorded, and monitored using a student tracker to determine next steps. This setting supports a cheerful and work-centered learning atmosphere. Expectations for student behavior and participation are clear and consistent. The physical environment exposes students to peripheral supports designed to provoke thought and discussion.

STEM Program

Science, technology, engineering, and math—known collectively as STEM—are more important in today's information-driven world than ever before. According to the Smithsonian Science Education Center (SSEC), STEM-related jobs grew at three times the rate of non-STEM jobs between 2000 and 2010. STEM jobs out-earn non-STEM jobs by 12-30% across all education levels. *Fast Company* projects that in the next decade 80% of jobs will require a deep understanding of STEM skills. Unfortunately, the SSEC says 78% of high school graduates don't meet the benchmark readiness for one or more college courses in mathematics, science, reading, or English.

Catapult Learning's STEM program is built on the idea that instruction should be an engaging, academically rich experience that offers students firsthand opportunities for application and synthesis of skills. Our STEM program is based on the Engineering Design Process (EDP), which NASA defines as "an iterative process that engineers use to guide them in problem solving," and is aligned with Next Generation Science Standards (NGSS).

The program focuses on building students' critical thinking, literacy, and problem-solving skills. Skills developed through STEM lessons will be applied across academic disciplines and activities will help students connect classroom learning to real-world application.

Developing Better Students and People

STEM helps young people develop the range of skills they need as enter the 21st century workplace, including the habits of mind necessary to operate in society and promote strategic reasoning, insightfulness, perseverance, creativity, and craftsmanship. The understanding and application of these habits of mind equip students to respond to different situations using awareness, thought, and intentional strategy. As a result, students hone metacognitive skills and appreciate the process of learning, not just the products. In this program, students:

- Focus on real-world issues and problems
- Develop and hone their critical thinking and critical thinking skills
- Are immersed in hands-on inquiry and open-ended exploration
- Engage in productive collaboration and teamwork
- Learn and apply rigorous math and science concepts
- Develop a growth mindset and grit by working on hands-on projects that allow for multiple right answers and reframe failure as a necessary part of learning

Learn by Doing

With interactive, project-based lessons, our STEM program emphasizes learning by doing. Each program is organized into thematic units anchored to a grade-appropriate fiction or informational text. After reading the text, students work together to identify and articulate the problem then proceed through a series of inquiry-based lessons to hypothesize, build, test, and redesign as needed until they have found a solution.

Once the team has solved the problem, they defend their solution in writing and through speaking. This model encourages students to take risks, make mistakes and learn from them, and develop critical-thinking skills and self-confidence. Students are always engaged, constantly thinking, solving complex problems –and having fun! Key components of our STEM instruction program include:

- Units informed by a fiction or informational text related to the topic to hook students into the lesson, connect lessons to a real-world experience, and engage students in problem solving
- Inquiry-based units broken down into daily lessons that encourage critical-thinking and problem solving with a focus on building literacy, speaking, and listening skills

- A project-based curriculum in which students use the EDP to define, research, hypothesize, build, test, redesign, and defend their ideas and prototypes
- Units that integrate tactile instructional materials to provide students opportunities to demonstrate, rather than tell, understanding
- Engaging units that promote teamwork and build resilience

Price Quote for Catholic Academy of Waterbury

Supplemental services are a great option for school districts looking to provide students with additional learning opportunities beyond their core instruction. By choosing Catapult Learning for these services, you will receive: **implementarion of services**, **direct services to students**, and **program management.**

Intervention Services

Number of Students:	18
Group Size:	Average of 6
Number of Groups:	3
Hours Per Week Per Group:	2
Number of Weeks:	13
Curriculum:	STEM

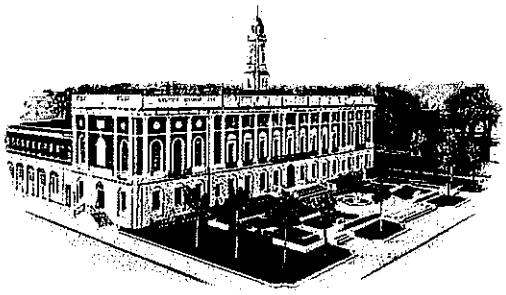
Cost of Service

Catapult Learning Intervention Program	**$11,000.00**

Price Notes

- *The quoted prices will be honored for 90 days from the date of this proposal (January 4, 2024).*
- *All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program – to include number of Students, Group Size, Groups, and Hours per Student – may result in a change in price.*
- *The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.*
- *Standard payment terms are Net 30.*

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Christa Chodkowski, Principal, Catholic Academy of Waterbury

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request – Amendment to Contract with Catapult Learning for Waterbury Non-Public Schools (Title I) Tutoring Services

Date: January 12, 2024

I have reviewed the attached information provided by Christa Chodkowski, Principal at Catholic Academy of Waterbury, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.
(2) Soliciting qualifications, proposals or competitive bids for purchase would:
(a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with Catapult Learning.

Catholic Academy of Waterbury

Loving Hearts, Innovative Minds, Faith-Filled Spirits

To: Mr. Kevin McCaffery, Purchasing Director

From: Mrs. Christa Chodkowski, Principal

Date: January 12, 2024

Re: Contract Amendment for Catapult Learning

Dear Mr. McCaffery,

The Waterbury Public Schools has a contract with Catapult Learning on behalf of Catholic Academy of Waterbury (a non-public school), which has been in place since the 2020-2021 school year. This is reflected in RFP 6571. Our school utilizes Catapult Learning for Title 1 tutoring for students in need of Math and Reading support as is consistent with the attached original contract. The program has proven highly beneficial for our students. In light of the success of the program, and the accumulation of Title 1 funds to be spent, it would be in our students' best interest to expand the scope of Catapult's services for their benefit.

We are respectfully requesting that the contract with Catapult Learning be amended to reflect the revision proposal attached. Catholic Academy of Waterbury is a STREAM Academy, with a model that emphasizes science, technology, engineering, and mathematics. This amendment would include an additional $11,000 spent for STEM integration for students in K-8 as outlined by Catapult's description. This service is in accordance with the original scope of services, as it incorporates multiple "core academic subjects" as outlined in the original RFP.

Thank you for your consideration of this request on behalf of the students of Catholic Academy of Waterbury. Should you have any questions, please do not hesitate to contact me.

Respectfully,

Christa Chodkowski

Mrs. Christa Chodkowski

Principal

388 Robinwood Road, Waterbury, CT 06708 / 203.756.5318

catholicacademywaterbury.org

#15

Waterbury Public Schools

236 Grand Street ◆ Waterbury, Connecticut 06702 ◆ (203) 574-8031 ◆ Fax (203) 574-8032

Doreen Biolo
Chief Financial Officer

MEMORANDUM

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Doreen Biolo, Chief Financial Officer

DATE: June 29, 2021

SUBJECT: Contract with Catapult Learning for Waterbury Non-Public Schools (Title I) Tutoring Services

Waterbury Public Schools would like to contract with Catapult Learning for tutoring services in core academic subjects, i.e., reading, mathematics, science, etc. for students in Kindergarten through twelfth grade who attend Waterbury Non-Public Schools.

Catapult Learning was deemed the most responsible proposer to RFP #6571 for Non-Public Schools Tutoring Services. Past interactions with Catapult Learning for tutoring services has been received with much enthusiasm. Catapult Learning has provided experienced, certified teachers to serve as tutors for the Waterbury Non-Public Schools in the past, as required by Title 1 Part A of the Elementary and Secondary Education Act. Waterbury Non-Public Schools have been consulted about their tutorial services for Title I students and the contract will cover these requests as they arise.

This contract will cover the 2021-2026 school years with a total amount not to exceed $276,024. The funding will be provided from Title I Non-Public Grants. The vendor's Disclosure and Tax Clearance are attached.

Thank you for your consideration.



Proposal for STEM Enrichment to Catholic Academy of Waterbury

January 10, 2024

Prepared by Catapult Learning:

Jessica King
Regional Director
781.718.1405
Jessica.king@catapultlearning.com

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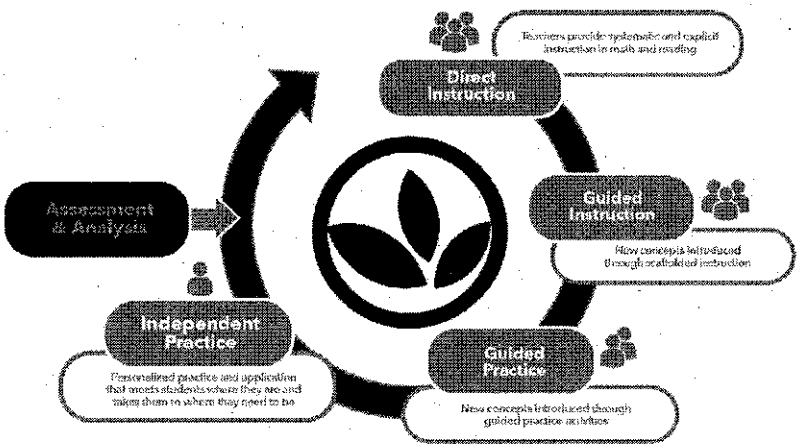
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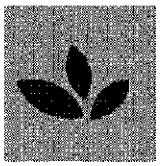
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Price Quote for Catholic Academy of Waterbury

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Intervention Services

Number of Students:	18
Group Size:	Average of 6
Number of Groups:	3
Hours Per Week Per Group:	2
Number of Weeks:	13
Curriculum:	STEM

Cost of Service

Catapult Learning Intervention Program	**$11,000.00**

Price Notes

- *The quoted prices will be honored for 90 days from the date of this proposal (January 4, 2024).*
- *All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program – to include number of Students, Group Size, Groups, and Hours per Student – may result in a change in price.*
- *The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.*
- *Standard payment terms are Net 30.*

#12a

ESSER/ARP Monthly Expenditure Report
Board of Education Workshop
March 7, 2024

ESSER I

Beginning Date March 2020
Ending Date September 2022

Total Grant : $9,394,519

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

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

ESSER II

Beginning Date December 2020
Ending Date September 2023

Total Grant : $41,651,124

$41,651,124 YTD Exp/Enc
$ 0 YTD Balance

ARP ESSER III

Beginning Date May 2021
Ending Date September 2024

Total Grant : $89,691,176

$73,855,279 YTD Exp/Enc
$15,835,897 YTD Balance

Detail of Encumbrance/Expenditures

ESSER I

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

ESSER II

- GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
- Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
- Transportation for Summer School; Summer school program supplies
- Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
- Translation Services
- SEL Curriculum
- Technology Professional Development Training
- Portrait of Graduate Development and Assessment
- CTE Supplies and Wilby Greenhouse Renovation
- Food Service Deficit;
- Facility Study
- Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
- Design Services – Auditorium Upgrades; Air Handler Units; Mechnical Upgrades & Rotella Boiler
- Summer school field trips
- Boiler replacement /Tinker school and Kingsbury
- School counselor Summer program
- New Mentors Summer training
- Design services –HVAC for Wilby, NEMS,WSMS,Crosby, Wallace, State St, Wilson
- Design services- Boiler replacement for Driggs, Maloney, Washington, Generali)
- Boiler replacement –Rotella
- SEL Curriculum
- Naviance
- Duct & Vent Cleaning (Carrington, Duggan,Gilmartin, Reed)
- Reboot pilot program
- Crosby Bypass piping
- Auditorium Upgrades (WAMS, WSMS, Rotella, Kennedy, Laurel Hill Complex & Bergin Complex)
- HVAC upgrades (Duggan, Gilmartin)
- Boiler replacement (Rotella)
- Summer program STEM kits
- Boilers replacement (Driggs, Generali, Maloney and Washington)
- Removal and replacement of 3 playscapes (Chase, Regan, Rotella)
- Summer day Camp (Waterbury Youth Service)
- Commissioning Services (Noresco)
- Summer Camp field trip
- Duct & Vent Cleaning (WAMS, Maloney, Rotella)
- Furniture (Moved from Esser III to II)
- ESS (substitutes)
- Moved HVAC expenses from ARP Esser III to Esser II

WATERBURY PUBLIC SCHOOLS

ARP ESSER III

- (2) PT Crisis Youth Intervention Clinicians;
- Accountant III
- Facility Operation Manager
- Extra Class Stipends for Teachers covering shortage areas (High Schools);
- Partners in Education (CT Center for School Change);
- Outside Counsel Legal Fees for ARP ESSER Contracts;
- Curriculum Update- Pear Deck & Legends of Learning;
- Instructional Supplies & Equipment (School Principals Needs)
- Resources to Support Curriculum(Home Learning);
- Equity Training Services
- State Street Playground Equipment
- HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Wams, Kennedy Fan Replacement.
- Upgrade furniture, fixtures and equipment based on school needs.
- Digital platform to connect students with mentors.
- Amplify reading student license, mCLASS DIBELS
- Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
- SAFE after school program/behavioral clinicals
- Nearpod, Kami, Rubicon subscription
- Summer programs-Boys & Girls club
- Workshop Athletic program
- Biliteracy Training program
- Enrichment programs in the Community (Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
- Design services for HVAC (Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali)
- Harvard Graduate school- training school turnaround leaders
- Linguistica International –translation services
- Cormier Consulting
- Varsity Tutors
- Removal and replacement of 6 playscapes (Bunker Hill, Driggs ,Sprague, Hopeville, Tinker, Washington)
- Radiator Covers
- Multi-tired system of supports for behavior (Branching Minds).
- Water cooled chiller for Wilby
- Design fees for VRF/DOA for 6 elementary schools
- Summer programs (PAL, YMCA,Seven Angels)
- Imagine learning (licenses for online learning)
- Furniture (Moved from Esser III to II)
- Quill (Middle & high school licenses)
- Moved HVAC expenses from ARP Esser III to Esser II
- Google workspace for Education
- Students Chromebooks

- Removal and replacement of playscape at Carrington
- Rubrik update
- Waterbury Bridge to Success
- HVAC construction fees at Wilby and NEMS
- Kitchen construction fees at Crosby and Wilby
- Lightspeed Audio solution
- HVAC Replacement at Crosby/Wallace
- Construction for conversion of Crosby weight room into PE
- HVAC replacement at Kennedy
- HVAC at 13 elementary schools (Bucks Hill,Chase, Driggs, Generali, Hopeville, Tinker, Bunker Hill, International, Kingsbury, Regan, Sprague, Washington, Wilson)

#12b

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$9,717,780	$9,717,780	$5,148,327	$0	$4,569,453	$9,538,773	$179,007
511102	Teachers	$51,253,563	$51,253,563	$22,161,797	$0	$29,091,766	$47,735,908	$3,517,656
511104	Superintendent	$444,926	$444,926	$244,691	$0	$200,235	$454,426	($9,500)
511106	Early Incentive Certifiied	$912,614	$912,614	$943,880	$0	($31,266)	$943,880	($31,266)
511107	Certified Coaches	$770,000	$770,000	$245,289	$0	$524,711	$770,000	$0
511108	School Psychologists	$1,244,266	$1,244,266	$226,976	$0	$1,017,290	$573,538	$670,728
511109	School Social Workers	$2,188,529	$2,188,529	$857,647	$0	$1,330,882	$2,056,839	$131,690
511110	Speech Pathologists	$2,375,493	$2,375,493	$1,156,286	$0	$1,219,207	$2,356,776	$18,717
511111	Assistant Superintendent	$165,000	$165,000	$93,288	$0	$71,712	$173,250	($8,250)
511113	Extra Compensatory Stipend	$105,000	$105,000	$0	$0	$105,000	$105,000	$0
511201	Non-Certified Salaries	$2,704,766	$2,704,766	$758,893	$0	$1,945,873	$2,704,766	$0
511202	Clerical Wages	$1,205,011	$1,205,011	$578,878	$0	$626,133	$1,052,885	$152,126
511204	Crossing Guards	$361,867	$361,867	$205,426	$0	$156,441	$361,867	$0
511206	Educational	$450,000	$450,000	$169,333	$0	$280,667	$450,000	$0
511212	Substitute Teachers	$150,000	$150,000	$338,620	$39,427	($228,047)	$427,193	($277,193)
511215	Cafeteria Aides	$80,000	$80,000	($5,562)	$0	$85,562	($5,562)	$85,562
511217	Library Aides	$191,191	$191,191	$74,258	$0	$116,933	$137,797	$53,394
511219	School Clerical	$2,311,182	$2,311,182	$1,073,045	$0	$1,238,137	$2,038,357	$272,825
511220	Fiscal Administration	$693,869	$693,869	$290,533	$0	$403,336	$504,584	$189,285
511222	Transportation Coordinator	$204,822	$204,822	$112,652	$0	$92,170	$203,562	$1,260
511223	Office Aides	$180,000	$180,000	$87,085	$0	$92,915	$178,041	$1,959
511225	School Maintenance Non-Certified	$2,821,584	$2,821,584	$1,263,867	$0	$1,557,717	$2,240,852	$580,732
511226	Custodians Non-Certified	$5,858,425	$5,858,425	$2,677,241	$0	$3,181,184	$5,009,685	$848,740
511227	Overtime - Outside Activities	$200,000	$200,000	$143,674	$0	$56,326	$200,000	$0
511228	Paraprofessionals	$10,633,662	$10,633,662	$5,029,693	$0	$5,603,969	$10,243,873	$389,789
511229	Bus Duty	$265,000	$265,000	$1,250	$0	$263,750	$265,000	$0
511232	Attendance Counselors	$127,965	$127,965	$62,103	$0	$65,862	$128,298	($333)
511233	ABA Behaviorial Therapist	$1,755,992	$1,755,992	$537,625	$0	$1,218,367	$992,868	$763,124
511234	Interpreters	$199,353	$199,353	$72,476	$0	$126,877	$153,497	$45,856
511238	Swing Space	$0	$0	$1,602	$0	($1,602)	$1,602	($1,602)
511236	Snow Removal	$0	$0	$32,848	$0	($32,848)	($32,848)	$32,848
511237	Swing Space	$0	$0	$0	$0	$0	$0	$0
511650	Overtime	$640,000	$640,000	$704,693	$0	($64,693)	$900,000	($260,000)
511653	Longevity	$7,990	$7,990	$7,135	$0	$855	$7,135	$855
511700	Extra Police Protection	$686,607	$686,607	$115,861	$0	$570,746	$686,607	$0
511800	Vacation and Sick Term Payout	$120,055	$120,055	$53,064	$0	$66,991	$120,055	$0
522501	Health Insurance-General	$9,000,000	$9,000,000	$0	$0	$9,000,000	$9,000,000	$0
529001	Car Allowance	$70,000	$70,000	$57,300	$0	$12,700	$70,000	$0
529003	Meal Allowances	$24,800	$25,040	$22,460	$400	$2,180	$24,800	$240
Subtotal Salaries		**$110,121,312**	**$110,121,552**	**$45,544,234**	**$39,827**	**$64,537,491**	**$102,773,304**	**$7,348,249**

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$2,000,000	$2,000,000	$1,845,327	$141,085	$13,588	**$3,800,000**	($1,800,000)
533009	Evaluation	$5,000	$2,000	$0	$0	$2,000	$0	$2,000
533020	Consulting Services	$325,000	$327,248	$280,136	$31,201	$15,911	$475,000	($147,752)
533100	Auditing	$59,500	$59,500	$58,000	$1,500	$0	$59,500	$0
539005	Sporting Officials	$25,000	$25,000	$4,238	$0	$20,762	$25,000	$0
539008	Messenger Service	$30,000	$30,000	$11,644	$0	$18,356	$30,000	$0
543000	General Repairs & Maintenance	$1,388,000	$1,388,000	$762,475	$431,002	$194,523	$1,388,000	$0
543011	Maintenance - Service Contracts	$800,000	$800,000	$370,247	$362,059	$67,694	$800,000	$0
544002	Building Rental	$568,956	$568,956	$365,345	$191,610	$12,000	$568,956	$0
545002	Water	$250,000	$176,231	$104,808	$0	$71,423	$176,231	$0
545006	Electricity	$3,129,855	$3,129,855	$1,596,428	$0	$1,533,427	$2,985,123	$144,732
545013	Security/Safety	$125,000	$125,000	$98,307	$12,016	$14,676	$125,000	$0
551000	Pupil Transportation	$17,993,591	$17,993,591	$8,641,003	$9,134,668	$217,920	**$19,500,000**	($1,506,409)
553001	Postage	$45,000	$45,000	$22,315	$0	$22,685	$45,000	$0
553002	Telephone	$175,000	$175,000	$140,683	$13,856	$20,461	$175,000	$0
553005	Wide-area Network (SBC)	$93,600	$93,600	$43,901	$31,239	$18,460	$93,600	$0
556055	Tuition - Outside	$12,100,000	$12,100,000	$7,589,584	$4,244,521	$265,896	**$16,192,002**	($4,092,002)
556056	Purchased Service - Outside	$3,000,000	$3,073,769	$1,411,992	$1,547,564	$114,214	**$3,000,000**	$73,769
557000	Tuition Reimbursement	$6,000	$6,000	$17,640	$0	($11,640)	$30,000	($24,000)
558000	Travel Expenses	$5,000	$6,153	$2,750	$0	$3,403	$5,000	$1,153
559001	Advertising	$32,500	$32,500	$7,892	$11,523	$13,085	$32,500	$0
559002	Printing & Binding	$15,000	$15,425	$2,203	$13,221	$1	$15,000	$425
559104	Insurance - Athletics	$26,000	$26,000	$19,851	$0	$6,149	$26,000	$0
Subtotal Purchased Services		**$42,198,002**	**$42,198,828**	**$23,396,770**	**$16,167,065**	**$2,634,993**	**$49,546,912**	**($7,348,085)**
Supplies/Materials								
561100	Instructional Supplies	$1,620,000	$1,612,934	$869,395	$157,153	$586,387	**$1,540,000**	$72,934
561200	Office Supplies	$75,590	$75,590	$37,910	$7,138	$30,542	**$60,590**	$15,000
561204	Emergency/Medical Supplies	$2,000	$2,000	$0	$0	$2,000	$0	$2,000
561210	Intake Center Supplies	$3,500	$3,500	$3,180	$0	$320	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$31,506	$6,499	$11,994	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$4,363	$462	$3,175	$8,000	$0
561501	Diesel	$185,092	$185,092	$79,756	$86,917	$18,418	$166,672	$18,420
561503	Gasoline	$249,360	$249,360	$111,644	$77,822	$59,895	$204,360	$45,000
561504	Heating Oil	$0	$0	$0	$0	$0	$0	$0
561505	Natural Gas	$1,666,000	$1,666,000	$729,731	$0	$936,269	**$1,794,569**	($128,569)
561507	Janitorial Supplies	$275,000	$275,000	$204,711	$67,632	$2,657	$325,000	($50,000)
561508	Electrical Supplies	$50,000	$50,000	$33,865	$15,921	$214	$50,000	$0
561509	Plumbing Supplies	$100,000	$100,000	$64,289	$31,984	$3,727	$100,000	$0
561510	Building & Ground Supplies	$220,000	$220,000	$141,568	$70,232	$8,200	$220,000	$0
561511	Propane	$406,094	$406,094	$327,947	$29,799	**$48,348**	$406,094	$0
567000	Clothing Supplies	$40,000	$40,000	$10,769	$22,170	$7,061	$40,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,990	$0	$10	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$6,384	$0	$8,616	$15,000	$0
569029	Athletic Supplies	$130,000	$137,896	$82,594	$44,843	$10,460	$137,896	$0
Subtotal Supplies/Materials		**$5,097,636**	**$5,098,466**	**$2,741,601**	**$618,573**	**$1,738,293**	**$5,123,681**	**($25,215)**

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$1,100	$7,188	$6,712	$10,000	$5,000
575200	Office Equipment	$150,000	$150,000	$19,635	$6,530	$123,836	$130,000	$20,000
575408	Plant Equipment	$40,000	$40,000	$16,670	$21,039	$2,292	$40,000	$0
Subtotal Property		**$205,000**	**$205,000**	**$37,404**	**$34,757**	**$132,839**	**$180,000**	**$25,000**
Other/Miscellaneous								
589021	Mattatuck Museum	$13,000	$13,000	$5,350	$7,650	$0	$13,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$12,175	$0	$8,525	$20,700	$0
589036	Emergency Fund	$9,350	$9,350	$9,299	$0	$52	$9,299	$51
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$3,816	$0	$6,184	$10,000	$0
589205	Coaches Reimbursements	$5,000	$5,000	$1,016	$0	$3,984	$5,000	$0
589900	Dues & Publications	$60,000	$66,000	$63,856	$330	$1,814	$66,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$135,000	$127,104	$71,998	$11,986	$43,120	$127,104	$0
Total Other/Miscellaneous		**$753,050**	**$751,154**	**$667,511**	**$19,966**	**$63,677**	**$751,103**	**$51**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$72,387,519**	**$16,880,188**	**$69,107,293**	**$158,375,000**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$41,216,739**	**$41,216,739**	**$16,537,936**	**$0**	**$24,678,803**	**$41,216,739**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$450,000	$0
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$675,000	$0
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$500,000	$0
Total Additional Funding		**$44,841,739**	**$44,841,739**	**$16,537,936**	**$0**	**$28,303,803**	**$44,841,739**	**$0**
GRAND TOTAL ALL FUNDING		**$203,216,739**	**$203,216,739**	**$88,925,455**	**$16,880,188**	**$97,411,096**	**$203,216,739**	**$0**

#12c

CITY OF WATERBURY
DEPARTMENT OF EDUCATION

3/7/2024

Board of Education
Board of Education Commissioners:

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2023/2024 from General Fund Operating Budget:

FROM:

Accounting Unit	Account	Activity	Description	Amount
81310001	511102		Hopeville - Teachers	($250,000)
81510001	511102		Maloney -Teachers	($250,000)

TO:

87510302	533000		Curriculum Instruction - Professional Services	$500,000

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

FROM:

Accounting Unit	Account	Activity	Description	Amount
88510001	511223		Special Education - ABA Therapists	($750,000)
88510001	511228		Special Education - Paraprofessionals	($275,000)
83010001	511102		Rotella - Teachers	($525,000)

TO:

88510001	556055		Special Education - Tuition Outside	$1,000,000
89510007	551000		Transportation - Pupil Services (Special Ed)	$550,000

Transfer is needed to cover cost of Special Ed Tuition & Transportation for an increase in Special Ed students being placed in outside facilities.

FROM:

Accounting Unit	Account	Activity	Description	Amount
81310001	511102		Hopeville - Teachers	($90,000)

TO:

89010004	533020		Administration - Consulting	$90,000

Transfer is needed to cover cost of administration consulting.

TOTAL **$2,140,000** **($2,140,000)**

Respectfully Submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

#14

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, March 7, 2024**
BOARD MEETING: **Thursday, March 21, 2024**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
Dr. Boatright	Crosby café: Tues., Feb. 27th 6 - 7:30pm College/Career Night Kennedy café: Thurs., Mar. 7th 6 -7:30pm College/Career Night Career Acad. café: Wed., Mar. 13th 6 – 7:30pm College/Career Night WAMS Atrium Tues., Mar. 19th 6 – 7:30pm College/Career Night Wilby cafe Thurs., Mar. 28th 6 – 7:30pm College/Career Night
Mayor's Office	International School: Tues., March 19th 5:15 – 8:00 pm (Public meeting with EPA)
C. Katz	WAMS atrium: Tues., March 19th 5:00-9:00 pm (Parents meet & greet)
M. Monroe	Rotella community rm.: April 22nd and 23rd 9:05 am – 3:05 pm (resident artist working with Gr. 4)
J. Frenis	West Side media center: March 12th, April 9th and May 14th 3:00 pm – 4:30 pm (Instructional meetings with district staff
J. Tulley	Crosby aud.: Thursday, May 30th 5:00 – 7:30 pm (spring music concert)
Dr. White	WAMS lib.: Tues., March 5th 3:00-5:30pm (School Equity team training)
H. Maxson	WAMS Recital Hall & Apron Stage and fine arts rms: August 22, 2024, October 2, 2024 December 4, 2024 8L99am – 3:00pm
D. Basile	Wilby gym: Thursday, October 3rd, 2024 8:30am – 11:00am (College Fair)
V. Demirali	Sprague gym: Tues., March 19th 4:30 – 6:30 pm (Family Literacy Night) Mon. April 8th 5 – 7pm (Science Family Night-STEM)

Book

SCHOOL PERSONNEL USE ONLY

DATE: February 14, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: College and Career Readiness Department

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

NAME OF SCHOOL REQUESTED: Crosby High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: February 27, 2024

FROM: 6:00PM am/(pm) TO: 7:30PM am/(pm)

FOR THE FOLLOWING PURPOSES:

College and Career Readiness Department hosting an event to provide parents with information regarding opportunities for their student(s).

Dr. Vira Boatright

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: February 12, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: College and Career Readiness Department

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: March 7, 2024

FROM: 6:00 am/(pm) TO: 7:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Provide parents with information regarding college and career readiness for their student(s).

Also, collaborating with Kennedy's parent liaison informing parents of available resources.

Dr. Vira Boatright
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.

SCHOOL PERSONNEL USE ONLY

DATE: February 23, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: College and Career Readiness Department

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: March 13, 2024

FROM: 6:00 am/(pm) TO: 7:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

The College and Career Readiness Department is providing information to parents regarding resources and opportunities for college and career readiness for their child.

Dr. Vira Boatright
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.

SCHOOL PERSONNEL USE ONLY

DATE: February 14, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: College and Career Readiness Department

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ATRIUM

DATES REQUESTED: March 19, 2024

FROM: 6:00 am (pm) TO: 7:30 am (pm)

FOR THE FOLLOWING PURPOSES:

College and Career Readiness Department is providing information to parents regarding college and career opportunities for their student(s).

Dr. Vira Boatright
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.

SCHOOL PERSONNEL USE ONLY

DATE: February 23, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: College and Career Readiness Department

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

NAME OF SCHOOL REQUESTED: Wilby High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: March 28, 2024

FROM: 6:00 am/(pm) TO: 7:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

The College and Career Readiness Department is hosting a series of CCR Parent Nights in order to provide parents with resources and information regarding college and career readiness for their child.

Dr. Vira Boatright
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.

Yeah

SCHOOL PERSONNEL USE ONLY

DATE: 2-21-24

TO: SCHOOL BUSINESS OFFICE

FROM: Mayor's Office

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: International Sch.

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☑ CAFE/ROOMS

DATES REQUESTED: Tuesday March 19, 2024

FROM 5:15 am/(pm) TO 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Public Meeting with EPA

APPLICANT /Sgt

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 police and fire headquarters.

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 2/12/24

TO: SCHOOL BUSINESS OFFICE

FROM: Cheryl Katz - CCRC

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms Atrium

DATES REQUESTED: Tues. March 19

FROM: 5 am/pm TO: 9 am/pm

FOR THE FOLLOWING PURPOSES:

Parent Meet + greet.

Chairs for 30, 2 8ft. tables, whiteboard w/ hook-up to laptop, Microphone + speaker

Cheryl Katz
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/14/24

TO: SCHOOL BUSINESS OFFICE

FROM: Mary Monroe

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

NAME OF SCHOOL REQUESTED: Rotella Community Rm.

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 4/22/24 & 4/23/24

FROM: 905 am/pm TO: 305 am/pm

FOR THE FOLLOWING PURPOSES:

Resident Artist working with Gr. 4

Mary Monroe
APPLICANT
Arts Integration Specialist

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.

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 2-22-24

TO: SCHOOL BUSINESS OFFICE

FROM: Sydney Molina / Janet Frenis

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

NAME OF SCHOOL REQUESTED: West Side M.S.

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms LMC

DATES REQUESTED: 3/12/24, 4/9/24, 5/14/24

FROM: 3:00 am/(pm) TO: 4:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

High Quality Instruction meetings with district staff.

Janet Frenis
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 2/28/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Mr. Jordan Tulley
Band Director
Wallace Middle School

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

NAME OF SCHOOL REQUESTED: Crosby High School

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Thursday, May 30th, 2024

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

FOR THE FOLLOWING PURPOSES:

Wallace Middle School spring music concert

Jordan Tulley
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.

SCHOOL PERSONNEL USE ONLY

DATE: Feb 29, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Lara White

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

NAME OF SCHOOL REQUESTED: WAMS
Library / Career Center!

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tuesday, March 5th

FROM: 3:00 am/pm TO: 5:30 am/pm

FOR THE FOLLOWING PURPOSES:

School Equity Leader Team training!

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: _March 1, 2024_____

TO: SCHOOL BUSINESS OFFICE

FROM: _Holly Maxson-Supervisor of Fine Arts_____

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet
Large Dance Studio, Small Dance Studio, Chorus RM, Band RM, Piano Lab, Drama Classroom, Costume Shop, Digital Music, Music RM A, Music RM B, Recital Hall, Apron Stage.

DATES REQUESTED: August 22nd, October 2nd, and Dec. 4th of 2024

FROM: __8:00AM_____ am/pm TO: 3:00PM_____ am/pm

FOR THE FOLLOWING PURPOSES:

Fine Arts Professional Developments
Holly Maxson
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.

SCHOOL PERSONNEL USE ONLY

DATE: 2/29/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Dave Basile - Wilby High School

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

NAME OF SCHOOL REQUESTED: Wilby High School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 10/3/2024

FROM: 8:30 (am)/pm TO: 11:00 (am)/pm

FOR THE FOLLOWING PURPOSES:

~~See attached~~ College Fair

Dave Basile
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 3/4/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Vjollca Demirali-Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary

☐ Auditorium ☐x Gymnasium ☐ Swimming Pool ☐x Café/Rooms

DATES REQUESTED: 3/19/2024

FROM: 4:30pm TO: 6:30pm

FOR THE FOLLOWING PURPOSES:

Family Literacy Night

Vjollca Demirali

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.

C:\Users\bfoley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\15871K53\SCHOOL reservation form.doc

SCHOOL PERSONNEL USE ONLY

DATE: 3/4/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Vjollca Demirali-Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary

☐ Auditorium ☐x Gymnasium ☐ Swimming Pool ☐x Café/Rooms

DATES REQUESTED: 4/8/2024

FROM: 5:00pm TO: 7:00pm

FOR THE FOLLOWING PURPOSES:

Science Family Night (STEM)

Vjollca Demirali

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.

C:\Users\bfoley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\15871K53\SCHOOL reservation form.doc

#15

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, March 7, 2024**
BOARD MEETING: **Thursday, March 21, 2024**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
REQUESTING WAIVERS:	
Chabad Lubavitch Rabbi Joseph Eisenbach	Kingsbury café: Sunday, April 14th 12:00pm-6:00pm (Matzah Bake craft activity) ($294.)
Waterbury Ballers T. Lott	Career Academy: Sat., Mar. 9th 2 – 5pm (basketball tryouts) ($168.)
GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:	
Boy Scouts, Troop 3-Waterbury	Crosby pool: Mondays March 4th and 11th 6:45 – 9:15 pm (training)
Waterbury Ballers T. Lott	Generali gym: April 1st thru June 28th, 2024 Monday thru Friday 5:30 – 8:30pm (basketball)

MONIES COLLECTED TO DATE: **$ 13,694.00**

Book

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

APPLICANT Joseph Eisenbach NAME OF ORGANIZATION Chabad Lubavitch NW CT

ADDRESS 99 Crescent st Waterbury CT 06013 TELEPHONE # 860-567-3377
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kingsbury DATES April 14th 2024 ROOM(S) 4/14/24 Cafeteria

OPENING TIME 12pm CLOSING TIME 6pm PURPOSE Matzah Bake Craft activity

ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 70

SIGNATURE OFAPPLICANT _____ DATE 2/26/24

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

Rabbi Joseph Eisenbach 860/459/9319

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 ($294.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: Chabad Lubavitch of NW CT

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Cafeteria

DATE(S): April 14th 2024 TIMES: 12:00pm - 6:00pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

2/26/2024
Date

Ryan Murphy
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 294.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06704 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Career Academy DATES March 9th ROOM(S) Gym

OPENING TIME 2pm CLOSING TIME 5pm PURPOSE Basketball Tryouts

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6 CHILDREN 25

SIGNATURE OF APPLICANT DATE 3-4-24

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

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR service ($168)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with Date of Building Permit)

APPLICANT/ORGANIZATION: Wtby. Ballers

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Career Academy

DATE(S): Sat. Mar. 9 TIMES: 2-5 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

3-4-24
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 108.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

1000K

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

APPLICANT David Sibole NAME OF ORGANIZATION Boy Scout Troop 3 Watterbury

ADDRESS 154 North Harwinton Ave Terryville CT 06786 TELEPHONE # 203-232-6141
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 3-4-24 / 3-11-24 ROOM(S) Swimming Pool

OPENING TIME 6:45 CLOSING TIME 9:15 PURPOSE Training

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6 CHILDREN 20

SIGNATURE OFAPPLICANT [signature] DATE 2-18-24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
John Leary 244 Hart ST Southington CT 06489 860-681-1576

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. D.S (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:_____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE N/A YES_____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

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

Book

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

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Baller

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06704 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Generali DATES 4/1 - 6/29/24 ROOM(S) Gym

OPENING TIME 5:30 CLOSING TIME 8:30 pm PURPOSE Basketball Program

ADMISSION (if any) — CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 40

SIGNATURE OF APPLICANT [signature] DATE 3-29-24

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

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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



COMMUNICATIONS



January 31, 2024 through
March 5, 2024

From: noreply@cabe.myenotice.com on behalf of Theresa DeMars
To: Carrie Swain
Subject: CABE Policy Highlights 1-18-2024
Date: Thursday, January 18, 2024 3:40:32 PM

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

CABE Policy Highlights

Jody I. Goeler, Senior Staff Associate for Policy Service

The topic for the January 18, 2024 issue of the CABE Policy Highlights is the **The State Board of Education Adopts the Parent Bill of Rights for English Learners/Multilingual Learners**.

Please take the time to read through this informative issue of the Policy Highlights.

Please click this link to download the PDF version of this Policy Highlights

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Connecticut **A**ssociation of **B**oards of **E**ducation
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org

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Connecticut Association *of* Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

PRESENTS
POLICY HIGHLIGHTS

January 18, 2024

The State Board of Education Adopts the Parent Bill of Rights for English Learners/Multilingual Learners

In June of 2017, the Governor signed the bill into law as Public Act 17-29 §1(f), directing the State Board of Education to establish criteria by which local or regional boards of education may affix the Connecticut State Seal of Biliteracy on a diploma awarded to a student who has achieved a high level of proficiency in English and one or more foreign languages.

Now, adding to the CDE's encouraging district participation in the Seal of Biliteracy, the State Board of Education, by a unanimous vote at its January 3rd meeting, adopted the Parent Bill of Rights for English Learners/Multilingual Learners (ELs/MLS). According to the Commissioner of Education, Charlene Russell-Tucker, "The Parent Bill of Rights for English Learners/Multilingual Learners is needed to organize and elevate the rights that parents have related to language access through translation and interpretation and to clarify and affirm the access that children identified as ELs/MLs have to grade level content area instruction." She goes on to affirm that this Bill of Rights "brings attention and awareness to these rights and provides parents with explanations of what such rights mean for them and for their children."

The law became part of the omnibus education legislation, House Bill 6762. According to the Office of Legislative Research (OLR), the "Act Establishing the English Learners' Bill of Rights," lists 15 rights on topics including attending school regardless of the student's immigration status, having translation services, and participating in a bilingual education program as prescribed by state law. OLR indicates that most of these rights are already provided by a U.S. Supreme Court ruling or state law.

The legislation assigned responsibility to the State Board of Education to draft a Bill of Rights to "organize and elevate the rights that parents have related to language access through translation and interpretation and to clarify and affirm the access that children identified as English Learners have to grade-level content area instruction, language instruction programs, and interventions." With its unanimous vote to adopt this document, the State Department of Education plans to provide the document to districts in July. It is expected that it will be translated to ensure parents receive the Bill of Rights in their native language.

According to Jessika Harkay's report in the CT Mirror (January 11, 2024), the rights include:

- The right for students to attend a public school in the state, regardless of the students' or parents' immigration status and without the need to submit immigration documents.

- The right for parents to have translation services provided during "critical interactions," including parent-teacher conferences and meetings with administrators.
- The right for students to participate in a bilingual education program provided by the local or regional board of education.
- The right for parents to receive written notice in both English and their native language that their child will participate in a bilingual program.
- The right for students and parents to receive a "high-quality orientation session" in their native language.
- The right for parents to receive progress reports and meet with school staff to discuss the child's English language development.
- The right for students to have "equal access to all grade-level programming" and core subject matter.
- The right for a student to receive yearly language proficiency testing.
- The right for a student to receive support services "aligned with any intervention plan" that districts provide to all students.
- The right for parents to contact the Department of Education with any questions or concerns regarding these rights and accommodations.

Districts can look for the next steps to include information sessions for stakeholder groups, the development of a new page on the CSDE website to provide access to information regarding the bill, and the development of processes to monitor district implementation, as well as a way for families to reach out with concerns. (Harkay, CT Mirror, January 11, 2024).

While House Bill 6762 does not mandate boards of education to adopt a policy related to the Parent Bill of Rights for English Learners/Multilingual Learners, CABE's policy department will develop a model policy for boards of education to consider to ensure all members of your school community become and remain aware of this significant responsibility to ensure these rights.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 29, 2024

Denise Willis
106 Hillview Ave.
Waterbury, CT 06704

Dear Ms. Willis:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240627) at $20.02 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext. 11181 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 15, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 16, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Director of Pupil Services
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 29, 2024

Vanessa Otero
9 Blue Trail Dr.
Prospect, CT 06712

Dear Ms. Otero:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240609) at $20.02 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext. 11181 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 15, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 8, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Director of Pupil Services
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 30, 2024

Courtney Jones
189 Curtis St., Apt. 1
Waterbury, CT 06450

Dear Mr. Jones:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240404) at $20.02 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext. 11181 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 15, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 8, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Director of Pupil Services
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 31, 2024

Joel De los Santos
256 Anna Ave.
Waterbury, CT 06708

Dear Mr. De los Santos:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 15, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 8, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 6, 2024

Ricardo Torres
173 Grove St., Apt. 605
Waterbury, CT 06710

Dear Mr. Torres:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240527) at $17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 15, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 16, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 6, 2024

Nathaniel Alvarado
26 Midfield Dr., Apt. #24
Waterbury, CT 06705

Dear Mr. Alvarado:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240539) at $17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 15, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 16, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 12, 2024

Mandie Dreher
350 Newridge Ave.
Waterbury, CT 06708

Dear Ms. Dreher:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper Lead (Req. #20240637) at $16.67 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 15.2024 at 2:15 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 15, 2024 regular scheduled time.

If you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of FS
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 14, 2024

Aaron Watson
30 Cornelius Ave.
Waterbury, CT 06706

Dear Mr. Watson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 22, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 15, 2024

Katiria Rosario
7 Farview St.
Waterbury, CT 06710

Dear Ms. Rosario:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240656) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 22, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 15, 2024

Dorothy Copeland
70 Stoneybrook Rd.
Waterbury, CT 06705

Dear Ms. Copeland:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 22, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 21, 2024

Courtney Swain
525 Congress Ave., Apt. 3
Waterbury, CT 06708

Dear Ms. Swain:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240635) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 1, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

From: Tim Moynahan
To: Tim Moynahan
Subject: FW: THE HOTTEST DEBATE IN CT EDUCATION
Date: Thursday, February 22, 2024 1:38:49 PM

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

CT Insider is a publication of the Hearst Media Group launched in 2021 as a way to reach new readers throughout Connecticut. (www.ctinsider.com)

CT Insider: You are invited—Digital Distractions: The Case for Phone-Free Schools…….featuring Ian Rowe and New York University's Jonathan Haidt.

Suggest this is a subject to be featured and championed by CT Insider including interviews with Rowe and Haidt. Point of contact and registration is Emma.Brock@aei.org

www.aei.org/events/digital-distractions-the-case-for-phone-free-schools/?mkt_tok=NDc1LVBCUS05NzEAAAGRcE3EbhXHB8GnjMDSpAyQrjqCatRiHXNH4DREnPgFAe8q_HKsO_Cj-Mt4NLei8IfTvmjppWxzUq6TivAhErDrL6a-6cJ9fwEzo_YugzCoB-M1RZDw

School Districts are "setting children up for failure." A state required reading program for grades K-3 that heavily relies on phonics is stirring up conflict in Connecticut. One parent says her daughter's school district is setting the child "up for failure." (article in CT Insider 02/22/24)

CT Insider can sound the clarion call of reason, to educators, Boards of Education, legislators and the Governor, I suggest a compelling initiative toward that goal is to feature this "Digital Distraction event" as a prelude to bringing attention to Rowe and Haidt so that their names become household words when it comes to identifying experts on all the debates, hot, hotter and hottest in which the education of children are embroiled.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 22, 2024

Crystal Canada
3 Willard St., 3rd Fl.
Waterbury, CT 06704

Dear Ms. Canada:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240657) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 1, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 22, 2024

Alan Turner
27 Stanley Ave.
Watertown, CT 06795

Dear Mr. Turner:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240660) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 1, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 22, 2024

Ricardo Pacheco
26 Elizabeth St., 1st Fl.
Waterbury, CT 06704

Dear Mr. Pacheco:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20240535) at $20.14 per hour.

Your official start date in this position will be February 29, 2024.

Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 22, 2024

Michael Crowther
151 Andrew Ave., Apt. 16
Naugatuck, CT 06770

Dear Mr. Crowther:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20240528) at $20.14 per hour.

Your official start date in this position will be February 29, 2024.

Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 23, 2024

Zara Munguia Morales
60 Springdale Ave., Apt. 1
Meriden, CT 06451

Dear Ms. Munguia Morales:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240659) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 1, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 21, 2024

Tiyonna Christie
22 Madera Dr.
Waterbury, CT 06704

Dear Ms. Christie:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240658) at $16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 1, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 26, 2024

Javier Rivera
43 Shelley St., 2nd Fl.
Waterbury, CT 06705

Dear Mr. Rivera:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20240762) at $20.14 per hour.

Your official start date in this position will be February 29, 2024.

Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 27, 2024

Taylor Brooks
145 Grandview Ave., Fl. 3
Waterbury, CT 06708

Dear Ms. Brooks:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20240381) at $18.20 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 14, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 7, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 27, 2024

Brittany Shanahan-Petitti
44 Bunker Hill Ave., Apt. 3
Waterbury, CT 06708

Dear Ms. Shanahan-Petitti:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20240442) at $18.20 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 14, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 7, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

Connecticut Association *of* Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

PRESENTS
POLICY HIGHLIGHTS

February 28, 2024

Can Board Policy Keep Up with Technology?

CSDE Update on the CT Leader and Educator Evaluation and Support Plans 2024

CT Lawmakers Urged to Delay Kindergarten Entrance Change in CT Mirror, 2/22/24

It's been about a year since the AI-powered language model, ChatGPT, became a part of the general public's consciousness, and discussions regarding AI's impact have become commonplace in our schools. Just when you may have thought you were getting a handle on text, image, and speech platforms, *Sora* looks to make an appearance shortly. *Sora*, OpenAI's new tool, can create photorealistic videos based on user prompts and will likely have many implications for teachers.

According to *Tech & Learning's* Erik Ofgang, "While AI video generators already exist and are in use, the samples of *Sora*-created video released so far show a level of photorealism not previously seen." (February 26, 2024) He adds, "Generative video could have big implications for society as well as those tasked with guiding our students through this brave new world of computer-generated text, imagery, and now, movies."

Similar to other AI technologies, Sora is prone to "hallucinations" and can amplify the bias of those who created it in "unintentional and unpredictable ways." Consistent with CABE's model AI policy **"Generative AI" #6141.3273**, the article suggests, "As with other AI tools, rather than ignore these challenges and concerns, I'd advise instructors to embrace them and discuss it all with their students."

As with other technologies, we can expect *Sora* and other similar platforms to share the spotlight with the rapidly-paced onslaught of new AI products. Don't ask about the Humane Ai Pin, the first hardware device to go all-in on the AI assistant craze recently rolled out at Barcelona's Mobile World Congress.

All of this raises the question: Can Board policies keep up with the rapid pace of technological advancement? In a recent article in Education Week, Caitlyn Peetz reports, that when school districts craft or update their policies on the use of artificial intelligence, they should set clear expectations but leave room for students and teachers to make mistakes, according to superintendents who have been leading their schools through establishing guidelines around the use of the powerful technology." (*AI Policies Should Leave Room for Teachers and Students to Mess Up, Superintendents Say*, February 22, 2022)

It remains clear that Board policies related to technology will need to establish appropriate guard rails designed to keep students and staff safe, protect their privacy, and provide guidance for responsible use. However, when it comes to specific policies, such as cellphone use, AI applications, and others, Boards need to consider a wide range of competing interests in service of the student's overall education and preparation for life beyond school.

At the same time, Boards consider updating "responsible use policies," they will also need to ensure district technology policies continue to open doors for learning, creating, and engagement. Peetz notes that as districts develop their guidelines for ethical use, "it's important to be clear about expectations, particularly for staff members, so they have some license to experiment within reasonable boundaries." (Peetz et al. 22, 2024) Districts would be wise to establish guidelines for vetting products to ensure staff doesn't input any student or colleague's personal information or any specific identifiable information about the school district into an AI tool.

Cited in the article, Patrick Gittisriboongul, Assistant Superintendent in Lynwood, California, suggests, "It's important for every teacher, every area, every grade level to look at AI and start anticipating what kinds of questions are going to come up from students. It's a matter of time when student and staff are going to be using the tools on a daily basis, if they're not already." (Peetz, 2024)

Consistent with CABE's model administrative regulations guiding its model AI policy, one district identified in the article encouraged hesitant teachers to test new technology tools in "*AI playgrounds*, which allow educators to receive some instruction about AI and test it out in a low-stake environment intended to be fun and encourage exploration." (Peetz, 2024)

Recently CSDE released two important updates to superintendents:

CT Leader and Educator Evaluation and Support Plans 2024

On February 14, 2024, the State Board of Education adopted the *CT Leader and Educator Evaluation and Support Plans 2024*. The new CT Model Plan will go into effect July 1, 2024, and includes a renewed focus on the importance of support, feedback, and professional learning to improve student learning, growth, and achievement. The CT Model Plan requires multiple indicators of student learning, growth, and achievement for educators, and multiple indicators of organizational health, educator growth, and student learning, growth, and achievement for leaders. The CSDE will send a communication to districts in March 2024 regarding submission requirements for new District Plans aligned with the CT Guidelines 2023. These requirements will focus on the 'non-negotiables' as described in the CT Guidelines 2023. CABE's model policy can be found through this link. **"Policy for Educator and Leader Evaluation and Support" #4115**

New Kindergarten Age Guidance for Families

In October, the CSDE developed guidance for districts regarding the statutory change for kindergarten entry beginning in school year 2024-25. That publication can be found here: New Entry Age for Kindergarten: Considerations for Connecticut Schools. The CSDE and the State Office of Early Childhood (OEC) have developed family-friendly guidance documents to help families understand the change and provide resources to find answers to questions and concerns. The publications are provided in five languages: Arabic, English, Haitian Creole, Portuguese, and Spanish. CSDE asks that districts share this information with families, youth, and family-serving partners and agencies.

In the meantime, CT Mirror reports that a group of education stakeholders gathered to argue for a delay in the law's implementation. (Harkay, Jessika, *CT Lawmakers Urged to Delay Kindergarten Age Change*, CT Mirror, February 22, 2024). In her article, she quotes Kathryn Scheinberg Meyer, the Director of the Yale Child Study Center Medical-Legal Partnership Project at the Center for Children's Advocacy, who at this news conference commented, "If the legislature had given stakeholders involved the time to really navigate this transition, we wouldn't be here today. Instead, this law went forward without enough public input and without consideration of the consequences on the capacity of providers and families."

While it remains unclear whether or not the General Assembly will act based on public reaction to the law it passed in the 2023 session, this experience can serve as a lesson easily transferable to policy development. Whether creating or updating laws or policies, fully deliberating their full impact, issues related to operationalization and enforceability are critical. Determining the unintended consequences and issues involving equity can often be time-consuming and messy, as one will need to contend with opposing viewpoints and considerations. However, it's better to know those issues upfront, as it will assist in ensuring the policy addresses those problematic areas or leaves enough room for administrative regulations to provide a pathway for reasonable policy adherence.

As it relates specifically to the new September 1 five-year-old cut-off, the waiver and child evaluation process passed in the 2023 session, we'll see whether the 2024 session provides districts and families any relief.