Board of Education

REGULAR MEETING
Thursday, April 25, 2024 – 5:30 p.m.
Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/Qh7CjV8vuZM.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

a) Email communication from CABE dated March 14, 2024 regarding Policy Highlights.
b) Copy of communication dated March 4, 2024 from Civil Service certifying Johnny Planas for the position of Maintainer I.
c) Copy of communication dated March 6, 2024 from Civil Service certifying Daniel Pagoaga for the position of General Utility Mechanic.
d) Copy of communication dated March 8, 2024 from Civil Service to Manuel Quinones Ortiz regarding voluntary demotion to Maintain I.
e) Copy of communication dated March 8, 2024 from Civil Service to Waldemar Hernandez regarding transfer to Maintain I in the Department of Education.
f) Copy of communication dated March 11, 2024 from Civil Service certifying Anthony Okeoma for the position of Paraprofessional I.
g) Copy of communications dated March 13, 2024 from Civil Service certifying Johane Metellus-Surpris and Derek Yates for the position of Paraprofessional I.
h) Copy of communications dated March 14, 2024 from Civil Service certifying Wendy Lima and Sharon Morales for the position of Food Service Helper.
i) Copy of communication dated March 14, 2024 from Civil Service to Clarice Daniels regarding acceptance of offer of employment for the position of Office Aide.
j) Copy of communication dated March 19, 2024 from Civil Service to Rhonda Greene regarding acceptance of offer of employment for the position of Food Service Worker.
k) Copy of communications dated March 20, 2024 from Civil Service to Jacqueline Anderson and Rhonda Greene regarding acceptance of offer of employment for the position of Food Service Worker.
l) Copy of communication dated March 20, 2024 from Civil Service certifying Jennifer Tirella for the position of Paraprofessional I.
m) Email communication dated March 20, 2024 from SAW regarding professional climate survey.
n) Email communication dated April 1, 2024 from CABE regarding Policy Highlights.
o) Email communication dated April 1, 2024 from Louise Allen Brown, Grant Writer, regarding CSDE Adult Education Program Enhancement Projects Grants.
p) Email communication dated April 1, 2024 from Louise Allen Brown, Grant Writer, regarding CSDE Educators Rising Mini-Grants.
q) Copy of revised communication dated March 20, 2024 from Civil Service certifying Derek Yates for the position of Paraprofessional I.
r) Copy of communication dated March 21, 2024 from Civil Service to Felicia Iovino regarding acceptance of offer of employment for the position of Food Service Worker.
s) Copy of communication dated March 22, 2024 from Civil Service to Iris Perez regarding acceptance of offer of employment for the position of Food Service Worker.
t) WTA survey submitted to the Board of Education on March 21, 2024.
u) Copy of communication dated April 1, 2024 from Civil Service certifying Robert Kelly for the position of Maintainer I.
v) Copy of communication dated April 1, 2024 from Civil Service certifying Alexis Rijos for the position of (see aa).
w) Copy of communication dated April 1, 2024 from Civil Service to Donnalene Mitchell regarding the acceptance of an offer of employment for the position of Food Service Worker.
x) Copy of communications dated April 3, 2024 from Civil Service certifying Evan Swain, Jr. and Lazarus Zimmerman for the position of Maintainer I.

y) Communication dated April 3, 2024 from Jaime Rodriguez regarding Superintendent's contract.
z) Copy of communication dated April 4, 2024 from Civil Service certifying Christine Farris for the position of Human Resources Generalist.
aa) Copy of revised communication dated April 4, 2024 from Civil Service certifying Alexis Rijos for the position of Administrative Associate I.
bb) Communication dated April 8, 2024 from Sha-Asia Dixon regarding early graduation.
cc) Copy of communication dated April 9, 2024 from Civil Service to Melanie Lopez regarding voluntary demotion to Paraprofessional I.
dd) Copy of communication dated April 10, 2024 from Civil Service certifying Jonathan Castro for the position of Maintainer I.
ee) Copy of communication dated April 11, 2024 from Civil Service certifying Deanna Cruz for the position of Paraprofessional II.
ff) Email communication dated April 17, 2024 from CABE regarding Policy Highlights.
gg) Copy of communication dated April 17, 2024 from Civil Service certifying Keyla Danzot for the position of Paraprofessional II.
hh) Copy of communication dated April 18, 2024 from Civil Service certifying Jennifer Marino for the position of Senior Human Resources Generalist.
ii) Copy of communication dated April 19, 2024 from Civil Service certifying Keisha Chisholm for the position of Administrative Associate I.

5. Committee of the Whole

5.1 Mayor's veto of March 28, 2024 of the Board's action of Item #13.3 from its meeting of March 21, 2024.

5.2 Mayor's veto of March 28, 2024 of the Board's action of Item #13.5 from its meeting of March 21, 2024.

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

7. Superintendent's Announcements

8. President's Comments

9. Student Representative Comments

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

11. Committee on School Personnel

11.1 ESL/Multilingual Curriculum Supervisor Appointment.

11.2 West Side Middle School Vice Principal Appointment.

12. Committee of the Whole

12.1 Contract termination of teacher.

12.2 Request approval of a Construction Contract with Art's Home Improvement, LLC for Chase Elementary School Patio Improvement.

12.3 Request approval of Waterbury Health Department's submittal of the School-Based Health Alliance Request for Proposal (RFP) in Connecticut.

12.4 Request approval of the Terms of Agreement with Laurasia Institution for the Japanese Language Education Assistant Program (J-LEAP) for Maloney Magnet School.

13. Consent Calendar

13.1 *Committee of the Whole:* Request adoption of the 2024 Educator Evaluation and Support Plan and the 2024 Leader Evaluation and Support Plan.

13.2 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Education CTE Secondary Supplemental Enhancement Grant 2024.

13.3 *Committee on Finance:* Request approval of a Professional Services Agreement with eDynamic Holdings LP for Gaming Software Curriculum.

13.4 *Committee on Finance:* Request approval of transfers in the 2023/24 General Fund Budget.

13.5 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

13.6 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

14. Items removed from Consent Calendar

15. Committee on Finance – Commissioner Orso

15.1 Request approval of Amendment One (1) to the Construction Contract with All State Construction Inc. (RFP 7894) to provide HVAC replacements at seven elementary schools.

15.2 Request approval of a Professional Services Agreement with ACP Creativit, LLC for Halo Smart Sensor 3C Vape Detection System.

15.3 Request approval to apply for the CSDE Program Enhancement Project (PEP) Grant for Adult Education – Priority Area 2/Corrections Education.

15.4 Request approval to apply for the CSDE Program Enhancement Project (PEP) Grant for Adult Education – Priority Area 6/Integrated English Literacy and Civics Education.

15.5 Request approval of an Agreement with Waterbury Youth Services, Inc. for Truancy Prevention Services.

15.6 Request approval of Amendment One (1) to the Professional Services Agreement with Franklin Covey Client Sales, Inc. for Leader in Me Software Subscription.

16. Superintendent's Notification to the Board

16.1 Athletic appointments:

Name	*Position*	*Location*	*Effective*
Geffken, Melissa	Assistant Softball Coach	CHS	04/15/24
Hartery, Kevin	Girls Soccer Coach	Intra-district	03/16/24
Hasemann, Erich	Baseball Coach	WMS	03/26/24
Scialla, Marlena	Assistant Outdoor Track Coach	KHS	03/27/24
Zenick, Richard	Asst. Baseball Coach	WCA	03/19/24

16.2 Grant funded appointments:

Name	*Position/Location*	*FT/PT*	*Rate*	*Union*	*Funding*	*Effective*
Ariola, Patrick	Tutor Carrington	PT	$34/hr	NONBOE	Title I/A 23-25	03/21/24
Bajram, Urim	Hall Monitor Wallace	PT	$15.71/hr	NONBOE	Title I /A 23-25	03/07/24
Barbieri, Stephen	Career Facilitator Adult Education	FT	$31/hr	UPSEU 69	Ad. Ed Prov. 23-24	03/07/24
Barclay, Tamoy	Attendance-Truancy Coordinator/WAMS	FT	$18.14/hr	F UPSEU 69	IntDis Magnet WAMS 23-24	03/14/24
Brown, Kimberly	Hall Monitor WAMS	PT	15.71/hr	NONBOE	IntDis Magnet WAMS 23-24	03/21/24
Frageau, Patricia	Child Associate Duggan	PT	$22/hr	NONBOE	Prim Mental Health 23-24	02/29/24
Rowe, Danielle	Magnet School Specialist/WAMS	FT	$18/hr	F UPSEU 69	IntDis Magnet WAMS 23-24	04/11/24
Wynn, Amy	Tutor (Certified) Duggan	PT	$34/hr	NONBOE	Title I /A 23-25	03/14/24

16.3 Miscellaneous Summer School appointments:

Name	*Position/Program*	*Location*
Gomez, Bridgette	EAS Elem. Summer School Coordinator	DW
Labonte, Stefanie	EAS Middle School Summer School Coord.	DW
Sejdaras, Benjola	High School Summer School Credit Recovery Admin.	DW
Fleming, Sonya	EAS Site Administrator	Carrington
Acevedo, Paul	EAS Site Administrator	Duggan
Porcaro, Stefanie	EAS Site Administrator	Gilmartin
Johnson, Tennyson	EAS Site Administrator	Reed
Soares, Elenice	EAS Site Administrator	W. Cross
Ventura, Lisa	EAS Secretary	Carrington
Aidoo, Syreeta	EAS Secretary	Duggan
Alexander, Lisa	EAS Secretary	Gilmartin
Dunn, Kimberly	EAS Secretary	W. Cross
Rivera, Michael	Encore Program Administrator	WAMS
Gittings, Stacey	Administrator/Summer School	Maloney
Dombrowski, Jason	Administrator Sub/Summer School	Maloney
Barbieri, Katie	Teacher/Summer School	Maloney
Cancro, Dana	Teacher/Summer School	Maloney
Colangelo, Esther	Teacher/Summer School	Maloney
Conner, Carrington	Teacher/Summer School	Maloney
Couture, Cheryl	Teacher/Summer School	Maloney
Doran, Mary	Teacher/Summer School	Maloney

Fappiano, Marny	Teacher/Summer School	Maloney
Gilmore, Hayley	Teacher/Summer School	Maloney
Hibbs, Jennifer	Teacher/Summer School	Maloney
Mecca, Kaylie	Teacher/Summer School	Maloney
Parker, Marlene	Teacher/Summer School	Maloney
Senan, Naseem	Teacher/Summer School	Maloney
Russaw, Crystal	Grade K Teacher/RMS EAS	Rotella
Matthews, Julia	Grade K Teacher/RMS EAS	Rotella
Ignacio, Lyndsay	Grade 1 Teacher/RMS EAS	Rotella
Zaccagnini, Krista	Grade 2 Teacher/RMS EAS	Rotella
Monroe, Mary	Grade 3 Teacher/RMS EAS	Rotella
Summerfield, Veronica	Grade 4 Teacher/RMS EAS	Rotella
Lee, Alexus	Substitute Teacher/RMS EAS	Rotella
Daddona, Suzanne	Substitute Teacher/RMS EAS	Rotella

16.4 Voluntary Clean Opening transfers effective 2024/25 school year:

LAST NAME	*FIRST NAME*	*FROM: Previous School Location*	*TO: New School Location*
Anthony	Madison	Walsh Music	Walsh Music
Bartley	Elizabeth	Crosby Science - Biology	Crosby Science - Biology
Castellone	Tyler	Wallace Math Gr 7	Wallace Math Gr 7
Clark	Leah	Wilson Special Ed-BDLC	Wilson Special Ed-BDLC
Conroy	Dawn Marie	WAMS Music MS	WAMS Music MS
Cordero	Jose	WSMS Bilingual Math	WSMS Bilingual Math
Diodonet Torres	Yamailys	Roberto Clemente International Gr 2-English	Roberto Clemente International Gr 2-English
DiPietro	Kristin	Washington Pre-K Reg. Ed Co-Taught	Washington Pre-K Reg. Ed Co-Taught
Doll	Victoire	Kennedy Special Ed HS	Kennedy Special Ed HS
Fitzpatrick	Amanda	Bucks Hill Special Ed Elem.	Bucks Hill Special Ed Elem.
Guerrera	Olivia	Kingsbury Gr 4	Kingsbury Gr 4
Hunt	Scott	DW School Psychologist	DW School Psychologist
Kalagian	Karen	Tinker Lib. Media Specialist	Tinker Lib. Media Specialist
Lamenzo	Amy	Wilby Art	Wilby Art
Littlefield	Mishaela	Bucks Hill Gr K	Bucks Hill Gr K
Lopez	Melissa	Hopeville Bilingual Gr 1	Hopeville Bilingual Gr 1
Mahan	Jill	Crosby Science - Physical	Crosby Science - Physical
Miller	Persis	Wilson Special Ed-BDLC	Wilson Special Ed-BDLC
Park	Pauline	WAMS Music HS	WAMS Music HS
Peka	Alda	Bucks Hill Annex Pre-K Special Ed	Bucks Hill Annex Pre-K Special Ed
Rehmer	Sofia	Wilby Business	Wilby Business
Rush	Colleen	Sprague Gr 1	Sprague Gr 1
Schaefer	Courtney	Tinker Special Ed Elem.	Tinker Special Ed Elem.
Thervil	Chanel	Roberto Clemente International/Regan Split Art	Roberto Clemente International/Regan Split Art
Walker	Ivy	Duggan Special Ed Elem.	Duggan Special Ed Elem.
Wilks	Victoria	Wendell Cross Guidance Counselor	Wendell Cross Guidance Counselor
LAST NAME	*FIRST NAME*	*FROM: Previous School Location*	*TO: New School Location*
April	Meghan	Driggs ESL	Walsh ESL

Cassidy	Haley	Rotella Gr 5 Math/Science	Rotella Special Ed - IDEA
Chavoya	Kerry	NEMS ELA Gr 8	WCA ELA HS
Cote	Heather	NEMS Math Gr 8	WAMS Math MS Gr 8
Cruz	Maria	R. Clemente International Gr 1 Spanish	R. Clemente International Multilingual Coach
Dossantos	Shannon	Duggan Special Ed MS	Wilby Special Ed HS
Frenis	Amanda	Generali Gr 1	Driggs Literacy Title I
Gemmell	Sherrie	NEMS ELA Gr 6	NEMS Lib. Media Specialist
Gizzi	Adriana	Driggs Gr 5	NEMS Math Gr 6
Lance	Michele	Bunker Hill Gr 4	NEMS ELA Gr 6
Mete	Meleke	Tinker Gr 2	WSMS ELA Gr 6
O'Toole	Ami	Wallace Art	WSMS Art
Piccochi-Frank	Christina	Generali Gr 5	Wallace ELA Gr 6
Rangel Garcia	Alicia	Chase Bilingual Gr K	R. Clemente International Gr 2-Spanish
Tully	Ashley	Washington PE/Health	Tinker Health Educ. Elem.

16.5 Academic Achievements effective 03/01/24:

Last	*First*	*Degree/ Step from*	*Degree/ Step to*	*University*
Andrzejewski	Elizabeth	MA/9	M15/9	Post Un; Oklahoma Christian Un
Bao	Jaime	MA/14	6TH/14	Lindenwood Un
Bette	Rachel	MA/14	M15/14	Oklahoma Christian Un
Campbell	Lloyd	M15/5	6th/5	Oklahoma Christian Un
Campbell	Stephen	BA/7	MA/7	John Hopkins Un; Oklah. Christian U
Cipriano	Nancyjean	6TH/22	615/22	Oklahoma Christian Un
Defazio	Martin	M15/15	615/15	Lindenwood Un
Diorio	Jennifer	M15/7	6th/7	Un Bridgeport
Divito	Johnna	6th/22	615/22	American College of Educ.
Doms	Gregory	BA/5	MA/5	Southern CT SU
Drew	J Michael	BA/15	MA/15	Un New England; Walden Un
Ferrari	Lindsay	6TH/14	615/14	Lindenwood Un
Freitas	Ashley	6TH/10	615/10	Lindenwood Un
Guerrera	Olivia	BA/5	MA/5	Western Gov Un
Helman	Emma	MA/6	M15/6	Central CT SU
Koxha	Rozeta	MA/12	M15/12	Augustana Un
Larson	Jaime	M15/17	6TH/17	Idaho St Un; Southern CT SU
Lillian	Jennifer	M15/9	6TH/9	Post U; Dominican U of CA; Oklah. Christian U
Lindley	Carly	M15/15	615/15	Lindenwood Un
Matthews	Heather	MA/14	M15/14	Southern CT SU
Pelletier	Allison	MA/17	6TH/17	Un St. Joseph; Grand Canyon Un
Plachcinski	Stephany	MA/10	M15/10	Walden Un; WCSU; Un St. Joseph
Poulter	Kara	MA/10	M15/10	Oklahoma Christian Un
Pronovost	Melissa	MA/14	M15/14	Oklahoma Christian Un
Sanchez	Maria	MA/7	M15/7	Western CT SU
Smith	Leah	6TH/10	615/10	Quinnipiac Un
Tiru	Eddie	BA/15	MA/15	Un Phoenix; Fairfield Un
Tucker	Alexis	BA/5	MA/5	So New Hampshire Un
Valetta	Marnie	BA/14	6th/14	Southern CT SU; Un St. Joseph
Verderame	Kayla	BA/10	MA/10	Central CT SU

16.6 Resignations:

Name	*Assignment*	*Effective*
Acevedo, Aida	World Language-Spanish/WHS	06/30/24
Grant, Nataine	STEM Coach/District-wide	04/12/24
Park, Pauline	HS Music/WAMS	06/30/24
Schwarz, Kathryn	SS Grade 6/W. Cross	05/03/24

16.7 Retirements:

Name	*Assignment*	*Effective*
LeBlanc, Michele	Special Education/WAMS	09/30/24

17. Committee Chair Reports

18. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #5.1

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Mayor's veto of March 28, 2024 of the Board's action of March 21, 2024 of Item #13.3 – "job specifications for and new position of Director of Multilingual Education" be _____.

ITEM #13.3 – COMMITTEE OF THE WHOLE

DESCRIPTION: Motion to approve the job specifications for, and new position of, Director of Multilingual Education.

MOTION BY: Commissioner Brown

SECONDED BY: Commissioner O'Brien

MOTION PASSES

ooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooo

All Commissioners present except for those stricken:

Commissioners Brown, Frias, Hernandez, Ireland, Jackson, Navarro, O'Brien, Orso, Serrano-Adorno, and Van Stone

ooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooo

ACCEPTED, ADOPTED, AND ORDERED ON FILE, ORDERED RECORDED BY THE BOARD OF EDUCATION

March 21, 2024 ATTEST: Carrie A. Swain *Carrie A. Swain, Clerk*
(DATE OF MEETING)

ooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooo

~~APPROVE~~D VETOED – MARCH 28, 2024 In accordance w/ attached letter.

Mayor Paul K. Pernerewski, Jr.

ooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooo

OPERATIVE ______________________ 2024, by reason of no action having been taken by the Mayor (this section is used if Mayor does not sign resolution within ten days, per City Charter)

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

March 28, 2024

Carrie A. Swain
Clerk
Board of Education
City of Waterbury

RE: Vote of the Board of Education, Dated March 21, 2024, regarding the new position of Director of Multilingual Education - Item #13.3 – Committee of the Whole

Dear Clerk Swain:

Pursuant to § 8B-1(c) of the Charter of the City of Waterbury, I hereby disapprove the above captioned vote of the Board of Education dated March 21, 2024, approving the job specifications for, and new position of, Director of Multilingual Education.

My objections are as follows:
The creation and funding of this position, with a salary range of $150,000 to $170,000, requires additional scrutiny, including evaluation of an appropriate salary range; how it will be funded; whether there are existing positions which could perform its essential functions; how it will be filled; and how it is expected to have a meaningful impact on improving student performance.

For these reasons, I believe that approval of the position of Director of Multilingual Education is imprudent at this time, and I therefore veto the vote of the Board of Education approving the job specifications for, and new position of, Director of Multilingual Education.

Sincerely,

Paul K. Pernerewski, Jr.
Mayor

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #5.2

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Mayor's veto of March 28, 2024 of the Board's action of March 21, 2024 of Item #13.5 "approval and support of the January 11, 2024 request from Dr. Verna D. Ruffin for a contract renewal for a term of three years. Further, requests that Mayor Pernerewski begin discussions with Dr. Verna D. Ruffin for the development of a three-year contract" be _____.

ITEM #13.5 – COMMITTEE OF THE WHOLE

DESCRIPTION: Motion to recommend approval and support of the January 11, 2024 request from Dr. Verna D. Ruffin for a contract renewal for a term of three years. Further, requests that Mayor Pernerewski begin discussions with Dr. Verna D. Ruffin for the development of a three-year contract.

MOTION BY: Commissioner Brown

SECONDED BY: Commissioner Serrano-Adorno

ROLL CALL VOTE: **Yeas:** Commissioners Brown, Frias, Ireland, Jackson, Navarro, O'Brien, Orso, Serrano-Adorno, and President Hernandez (9)
Nays: Commissioner Van Stone (1)

MOTION PASSES by roll call vote of nine to one.

@@
All Commissioners present except for those stricken:
Commissioners Brown, Frias, Hernandez, Ireland, Jackson, Navarro, O'Brien, Orso, Serrano-Adorno, and Van Stone
@@

ACCEPTED, ADOPTED, AND ORDERED ON FILE, ORDERED RECORDED BY THE BOARD OF EDUCATION

March 21, 2024 ATTEST: Carrie A. Swain *Carrie A. Swain, Clerk*
(DATE OF MEETING)

@@

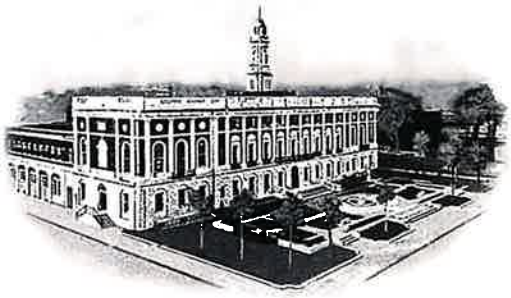
~~APPROVED~~ VETOED - MARCH 28, 2024 In accordance w/ attached letter.

______________________ *Mayor Paul K. Pernerewski, Jr.*

@@

OPERATIVE ______________________ 2024, by reason of no action having been taken by the Mayor (this section is used if Mayor does not sign resolution within ten days, per City Charter)

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR

THE CITY OF WATERBURY

CONNECTICUT

March 28, 2024

Carrie A. Swain
Clerk
Board of Education
City of Waterbury

RE: Vote of the Board of Education, Dated March 21, 2024, regarding the Superintendent of Schools Employment Contract - Item #13.5 – Committee of the Whole

Dear Clerk Swain:

Pursuant to § 8B-1(c) of the Charter of the City of Waterbury, I hereby disapprove the above captioned vote of the Board of Education dated March 21, 2024, recommending approval of a contract renewal for the Superintendent for a term of three years.

My objections are as follows.
It has been made abundantly clear to me over the past several months that serious issues of trust and communication exist between Dr. Verna Ruffin and the teachers and administrators of this district. This was further highlighted by the surveys released by the WTA and SAW prior to the meeting on March 21, 2024, copies of which are attached hereto. Reading the results of these surveys is disheartening. Unfortunately, the treatment accorded the Deputy Superintendent at the meeting on the 21st is further evidence of the concerns identified in the surveys and relayed to me over the past few months.

It is also abundantly clear that a large number of our students struggle to achieve, as demonstrated by test scores well below State goals and State averages. Such results are not satisfactory, and we cannot be complacent about them. I find it troubling that a majority of the Board of Education did not consider this more seriously on March 21st.

For these reasons, I believe that a three-year contract extension for Dr. Ruffin is unwarranted, and I therefore veto the vote of the Board of Education recommending approval of a contract renewal for a term of three years.

Sincerely,

Paul K. Pernerewski, Jr.
Mayor

Constant Contact Survey Results

Campaign Name: District Wide Climate Survey March 2024

[redacted]

Survey Submits: 704

Export Date: 03/21/2024 03:45 PM

MULTIPLE CHOICE

The Superintendent fosters a positive working environment for teachers and promotes a friendly, collaborative environment for all professional staff.

Answer Choice	0% 100%	Number of Responses	Responses Ratio
A		18	2%
B		50	7%
C		167	23%
D		211	29%
F		258	36%
	Total Responses	**704**	**100%**

MULTIPLE CHOICE

Is the Superintendent an effective communicator who promptly and effectively addresses District-wide safety related issues?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		137	19%
No		560	80%
	Total Responses	**697**	**100%**

MULTIPLE CHOICE

Do you feel safe in your building (including hallways, lunchrooms, classrooms):

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		347	49%
No		354	50%
	Total Responses	**701**	**100%**

MULTIPLE CHOICE

My employee morale as a Waterbury educator is:

Answer Choice	0% 100%	Number of Responses	Responses Ratio
High		40	5%
Average		234	33%
Low		427	60%
	Total Responses	**701**	**100%**

MULTIPLE CHOICE

Do you view the Waterbury Public Schools as a toxic work/learning environment.

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		443	63%
No		256	36%
	Total Responses	**699**	**100%**

MULTIPLE CHOICE

Has the Superintendent created a work environment that makes you want to stay in Waterbury as a teacher?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		89	12%
No		611	87%
	Total Responses	**700**	**100%**

MULTIPLE CHOICE

The Superintendent fosters an environment that allows school administrators to handle student discipline issues in an effective manner and to capably ensure teacher and student protection in the classroom

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		95	13%
No		601	86%
	Total Responses	**696**	**100%**

MULTIPLE CHOICE

Do you believe that current student discipline policies and protocols ensure that you and your students are safe in the classroom

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		91	13%
No		604	86%
	Total Responses	**695**	**100%**

MULTIPLE CHOICE

Do you feel that teacher protection and student safety is a priority of the Superintendent and the School District?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		100	14%
No		596	85%
	Total Responses	**696**	**100%**

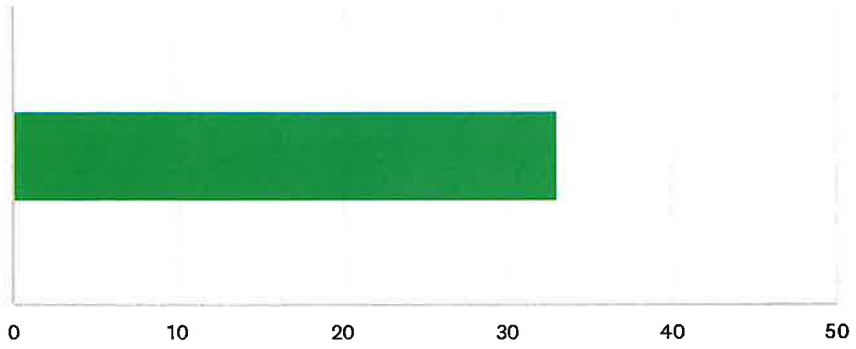
MULTIPLE CHOICE

I would assign the following letter grade to the Superintendent's overall performance. Choose one: A,B,C,D,F

Answer Choice	0% 100%	Number of Responses	Responses Ratio
A		16	2%
B		42	5%
C		145	20%
D		233	33%
F		266	37%
	Total Responses	**702**	**100%**

Q1 Thinking about the Waterbury School District and its varying responsibilities to all of its stakeholders, on a scale of 1 to 100 with ten being the best and one being the worst, how would you rate the current leadership of the District?

Answered: 77 Skipped: 2



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	33	2,542	77
Total Respondents: 77			

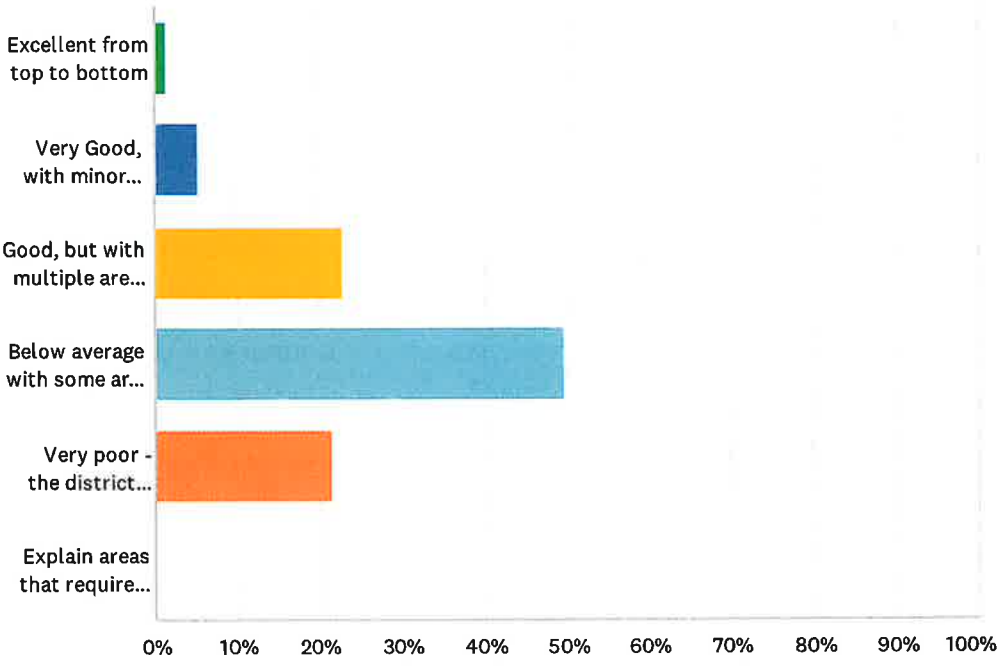
#		DATE
1	25	3/20/2024 11:59 AM
2	25	3/20/2024 11:55 AM
3	30	3/20/2024 11:50 AM
4	8	3/20/2024 10:55 AM
5	1	3/20/2024 10:54 AM
6	1	3/20/2024 8:09 AM
7	50	3/20/2024 8:05 AM
8	4	3/20/2024 7:45 AM
9	28	3/20/2024 7:45 AM
10	27	3/20/2024 7:27 AM
11	48	3/20/2024 6:13 AM
12	75	3/20/2024 6:04 AM
13	54	3/20/2024 4:58 AM
14	25	3/20/2024 4:24 AM
15	25	3/19/2024 10:25 PM
16	100	3/19/2024 9:26 PM
17	40	3/19/2024 9:25 PM

18	50	3/19/2024 9:24 PM
19	50	3/19/2024 9:21 PM
20	15	3/19/2024 9:02 PM
21	75	3/19/2024 8:31 PM
22	1	3/19/2024 7:52 PM
23	25	3/19/2024 7:39 PM
24	40	3/19/2024 7:20 PM
25	55	3/19/2024 7:14 PM
26	70	3/19/2024 7:12 PM
27	50	3/19/2024 7:08 PM
28	50	3/19/2024 6:42 PM
29	40	3/19/2024 6:40 PM
30	42	3/19/2024 6:39 PM
31	30	3/19/2024 6:37 PM
32	32	3/19/2024 6:30 PM
33	45	3/19/2024 6:21 PM
34	30	3/19/2024 6:18 PM
35	50	3/19/2024 6:08 PM
36	100	3/19/2024 6:03 PM
37	75	3/19/2024 5:38 PM
38	45	3/19/2024 5:37 PM
39	30	3/19/2024 5:27 PM
40	15	3/19/2024 5:27 PM
41	20	3/19/2024 5:26 PM
42	25	3/19/2024 4:56 PM
43	2	3/19/2024 4:49 PM
44	1	3/19/2024 4:45 PM
45	20	3/19/2024 4:44 PM
46	15	3/19/2024 4:40 PM
47	15	3/19/2024 4:38 PM
48	60	3/19/2024 4:32 PM
49	50	3/19/2024 4:25 PM
50	30	3/19/2024 4:15 PM
51	49	3/19/2024 4:15 PM
52	25	3/19/2024 4:15 PM
53	2	3/19/2024 4:05 PM
54	1	3/19/2024 3:47 PM
55	20	3/19/2024 3:45 PM

56	0	3/19/2024 3:36 PM
57	1	3/19/2024 3:27 PM
58	10	3/19/2024 3:19 PM
59	1	3/19/2024 3:05 PM
60	30	3/19/2024 3:03 PM
61	0	3/19/2024 1:11 PM
62	51	3/19/2024 12:14 PM
63	30	3/19/2024 12:10 PM
64	0	3/19/2024 12:05 PM
65	0	3/19/2024 11:50 AM
66	41	3/19/2024 11:14 AM
67	96	3/19/2024 11:00 AM
68	70	3/19/2024 10:40 AM
69	80	3/19/2024 10:39 AM
70	22	3/19/2024 10:16 AM
71	21	3/19/2024 10:05 AM
72	50	3/19/2024 10:03 AM
73	5	3/19/2024 10:02 AM
74	25	3/19/2024 9:45 AM
75	20	3/19/2024 9:20 AM
76	50	3/19/2024 9:20 AM
77	23	3/19/2024 9:16 AM

Q2 In assessing the climate of the Waterbury School District in terms of meeting its responsibilities to its students, how would you categorize its performance?

Answered: 79 Skipped: 0



ANSWER CHOICES	RESPONSES	
Excellent from top to bottom	1.27%	1
Very Good, with minor improvements required	5.06%	4
Good, but with multiple areas requiring improvement or attention	22.78%	18
Below average with some areas poorly managed	49.37%	39
Very poor - the district is not serving its community	21.52%	17
Explain areas that require improvement if any, and identify those persons or positions that you believe could be most helpful in causing the necessary improvements, and describe how they could do so.	0.00%	0
TOTAL		79

#	EXPLAIN AREAS THAT REQUIRE IMPROVEMENT IF ANY, AND IDENTIFY THOSE PERSONS OR POSITIONS THAT YOU BELIEVE COULD BE MOST HELPFUL IN CAUSING THE NECESSARY IMPROVEMENTS, AND DESCRIBE HOW THEY COULD DO SO.	DATE
	There are no responses.	

Q3 You may provide an explanation to Question #2 here.

Answered: 41 Skipped: 38

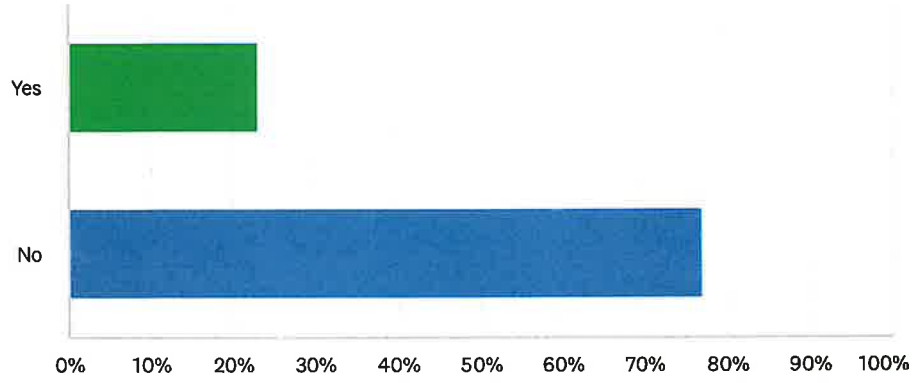
#	RESPONSES	DATE
1	Students needs do not come first, rather this poorly run/funded district (with a focus on becoming ever more top heavy) expects students to fit into existing boxes based on funding and archaic programming/beliefs. Because this is just "how it has always been in Waterbury "	3/20/2024 11:59 AM
2	Schools are not safe. We are told not suspend or to notify the police even when warranted. Police will not arrest for fights with visible injury. The process to remove a student with unsafe behaviors is long and student remains in the school IF process takes place at all. Students are disruptive causing others not to learn. Dr. Ruffin puts public statistics over the safety of all. We have been told to revoke suspensions, not call police, change codes in PowerSchool so it reflects lower number of incidents, so it appears to the public that schools are safe and that disruptive behaviors and fights aren't happening. Insufficient number of required teachers at each grade level which is leaving students unprepared for the next grade. Some schools have small class sizes and others are filled to capacity or over the contractual limits, leaving teachers feeling unsafe and creating low morale. central office staff is frequently unavailable when needed for emergency situations. We are told they are in a cabinet meeting. leaving us to make decisions which are often criticized and told to reverse which leaves staff feeling unsupported. Parents threaten, scream and yell staff and nothing is done. No policies in place and the ones we have aren't enforced or vary from school to school and administrator to administrator the lack of consistency across the district creates tension amongst my peers. There is no transparency about what's really going on in schools to parents and the public.	3/20/2024 10:54 AM
3	District leadership posts last minute requests put upon building administration without guidance or support. Punitive measures are frequently indirectly and directly threatened.	3/20/2024 8:09 AM
4	Administration hands are tied because Central Office doesn't want to make waves. Administration is told to be creative.	3/20/2024 7:45 AM
5	All students are affected by the multiple teacher vacancies especially those who receive special education services. Tv	3/20/2024 7:45 AM
6	The teacher shortage really hurts students and upper leadership doesn't seem willing to be creative about improving the situation. There is good work happening in some places but it is driven more by teachers and building teams than the district.	3/20/2024 4:24 AM
7	Central Office does not support the Special Education Department in properly placing students. There are many students who do not received required services, and those who need out-placement are not always placed, and instead kept within the district. As a result, students are not receiving the proper level of care and services, and staff members are getting hurt. Furthermore, there isn't adequate staffing, programming, nor training to meet the special needs of aggressive and violent students, or students with autism.	3/19/2024 10:25 PM
8	This Superintendent successfully brought this district from financial hardships, racial inequity and a pandemic with ease.	3/19/2024 9:26 PM
9	Equity as it relates to our most fragile populations, teacher retention, school climate	3/19/2024 9:25 PM
10	Students requiring special programs - many not receiving IEP compliance & compensentatory time services delivered inconsistently or not at all instructional environment of the general ed classroom is constantly disrupted by behaviors not being addressed by adequate provision of specialists or support staff trained to manage - this deficit ultimately interferes with optimal learning for all students in the class. Parent accountability for compliance to school district rules, policies & school/state reguirements & civil conduct in the school public school environment - with supporting - backing school based leadership in matters involving parents lack of metal detectors at the schools	3/19/2024 9:02 PM
11	Alternative placement for students with behavioral issues on a much wider scale is needed.	3/19/2024 8:31 PM
12	Special education students are not being serviced , constant talk of equity but We are	3/19/2024 7:52 PM

	constantly being told there is no space in specialized programs , no paraprofessionals and no sped staff to fulfill the IEP goals, objectives and service hours. Students who are gifted are overlooked for the academic academy because of attendance or Log entries. No ML supervisor still and ML teachers who have enormous caseloads .	
13	I chose below average because there hasn't been a clear vision shared for how we are going to address our achievement gap. I would like to have a clear message conveyed to all members of our community that the district is prioritizing the readiness of students to take on the challenges that they are going to face.	3/19/2024 7:20 PM
14	Too many new programs without giving attention to the areas in need of improvement that were in existence before the new programs.	3/19/2024 7:14 PM
15	Inequitable conditions and resources to buildings, especially older ones in need.	3/19/2024 7:12 PM
16	Very few resources to support students and give them what they need	3/19/2024 6:42 PM
17	Lack of paraprofessionals, special education teachers, specialized programs to meet the needs of all of our students. IEP's not being met, severe behavior problems with students that are not in their least restrictive setting.	3/19/2024 6:40 PM
18	Too many last minute decisions that requirement immediate attention. New initiatives from departments in Central Office with no imput from SAW members.	3/19/2024 6:39 PM
19	Students with special needs and social emotional needs are not being given adequate services due to short staffing and departmental decision making without admin input just one example is our young students without proper interventions outline as needed in IEP and lack of programming or placement options such as ABA	3/19/2024 6:37 PM
20	Special education students - no support or staff- placed in regular ed classroom student's not being placed in special programs due to lack of space or staff	3/19/2024 6:21 PM
21	Out of touch with ongoing daily matters in schools and classrooms. No long term solutions are given just quick fixes.	3/19/2024 6:18 PM
22	Sped department	3/19/2024 6:08 PM
23	Special education department needs more specialized classrooms to support students.	3/19/2024 5:38 PM
24	SPED students are poorly managed.	3/19/2024 5:37 PM
25	Systems and teams do not collaborate and align to create coherence across the district. There are more silos now than ever before.	3/19/2024 5:26 PM
26	Downtown people say run your building but then micro manage everything. You discuss what is needed for your building to get the best for and out of your students. School was told make it happen with what you have. Schools were left severely understaffed. We still don't have things in place to identify students with weapons. They don't put their weapons down to come to school.	3/19/2024 4:45 PM
27	We are consistently asked to implement initiatives without waiting to see if they work. We are allowing disruptive students to take away educational opportunities of other students.	3/19/2024 4:40 PM
28	Staffing remains the number 1 priority, especially for special populations. Teaching and learning have shown improvement. More support and responsiveness is needed from central office. at times, emails and phone calls go unanswered or returned, yet we are often asked to respond on short notice.	3/19/2024 4:32 PM
29	Resources not allocated properly, removing certified teachers and replacing with substitutes, not enough social workers.	3/19/2024 3:27 PM
30	People do the best of their abilities, but when you are not valued and morale is low..that impacts your work. I feel that there is a lack of transparency and accountability that has impacted my trust and confidence in the district's leadership. This has impacted moral in the district and has more and more teachers and admin leaving our district.	3/19/2024 3:19 PM
31	There needs to be an expansion/change in alternative education for students in need of a change of setting. The excuse always is, there are not enough teachers and there is no room.	3/19/2024 3:05 PM
32	Some schools and some academic departments are in way better shape than others.	3/19/2024 12:10 PM

33	We are not taking the teacher shortage seriously. Schools are figuring out ways to make it work for our students which in return makes central office think everything is ok and it is not!	3/19/2024 12:05 PM
34	Lack of resources, time for collaboration or personnel to deal student discipline. They just tell us to cut down on suspension but give no alternatives or training.	3/19/2024 11:14 AM
35	We need a staff retention plan at all levels	3/19/2024 11:00 AM
36	Waterbury is far from a one size fits all district, and in many ways, resources, supports and oversight are treated as such.	3/19/2024 10:40 AM
37	The Special Education Dept. Students are inappropriately placed in regular education settings because we are constantly being told by the sped dept. "there isn't any room in certain programs".	3/19/2024 10:16 AM
38	Our students are struggling academically and emotionally. There is always "one more thing" to add to teaches plates, So they are struggling to provide their students with the attention and support that they need to be emotionally and mentally healthy. This stifles our students ability to achieve academic success	3/19/2024 10:05 AM
39	We are doing well with moving forward in math, reading, and science but SPED is really lacking. We need to provide other programs or options for students who are really struggling with behavior.	3/19/2024 9:45 AM
40	There are too many new initiatives implemented without a clear plan. Far too often things are rushed without thought given to them. Admins are asked to do things with quick turn around time without any real forethought to the expectations and time commitment.	3/19/2024 9:20 AM
41	We do not have enough self-contained programs to support the students. The students needs are much more severe now then they have been. We need more special education teachers in the elementary school. It isn't ethical that students in HS are getting co-taught science when students in elementary aren't getting any help. I have been saying for the past 2 years that we need to make changes so we can support the students.	3/19/2024 9:20 AM

Q4 Do you have faith in the superintendent's leadership of the district?

Answered: 78 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	23.08%	18
No	76.92%	60
TOTAL		78

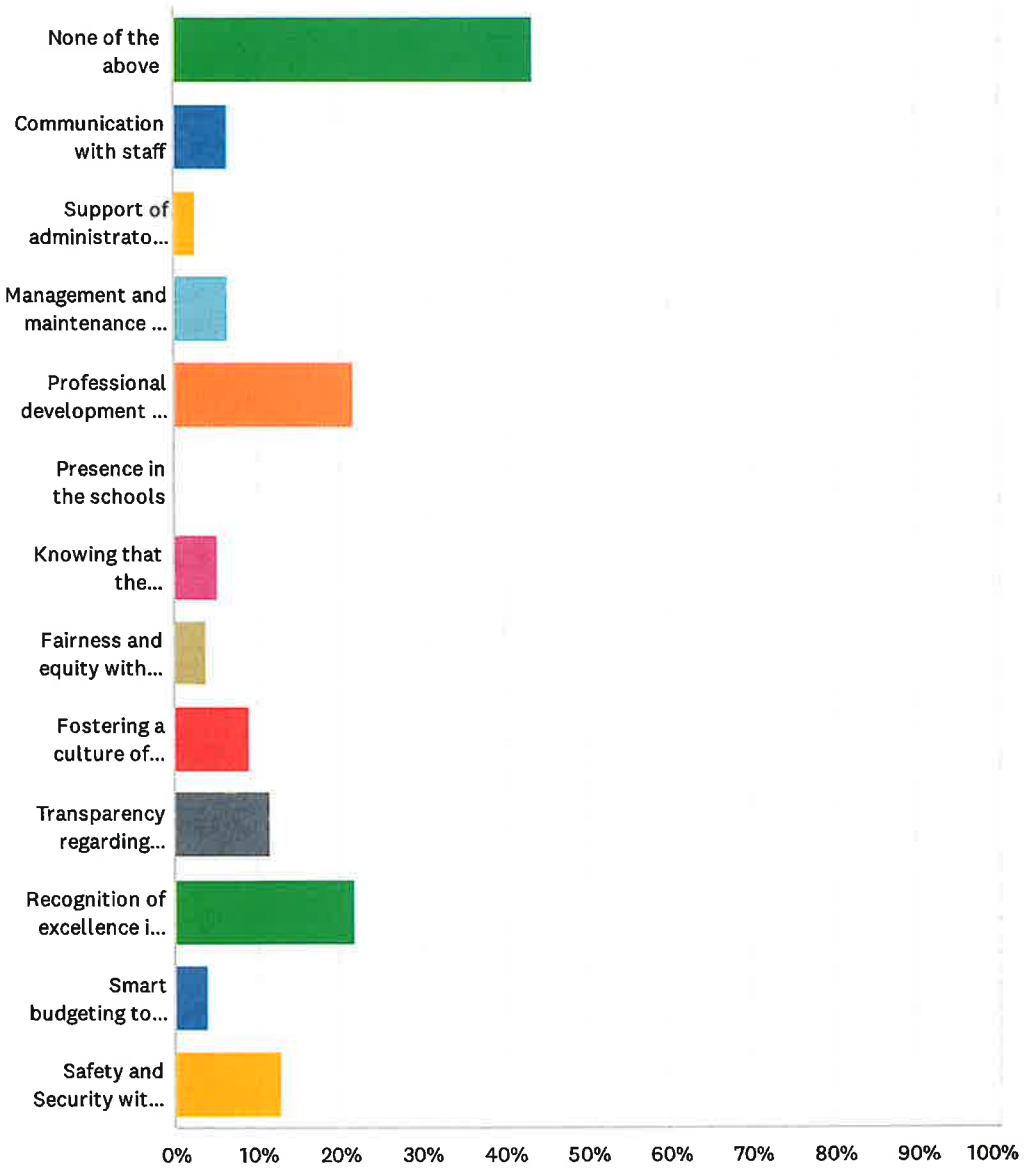
#	PROVIDE ANY OTHER INFORMATION THAT MAY BE HELPFUL IN EXPLAINING YOUR ANSWER	DATE
1	Disconnected from what each of her administrators does. Divisive. We operate as individuals rather than in concert with one another to increase a sense of community, climate and efficiency.	3/20/2024 11:59 AM
2	Dr. Ruffin does not communicate to administrators- teachers and parents are informed at the same time about important issues or events. She retaliates if you speak the truth. No support for administrators. We are often to create our own letters to notify parents in certain situations. The lack of uniformity creates numerous issues as many families have students in different schools. This lack of consistency often has parents questioning and accusing administrators of targeting them or their child. Central office encourages principals to make their own letters as it allows them plausible deniability when parents complain.	3/20/2024 10:54 AM
3	The superintendent seems to have very little respect for the experience of educators who directly work with students. This makes it difficult to address the issues facing students and families.	3/20/2024 4:24 AM
4	The Superintendent seems to target individuals, including principals, and has made decisions without explanation, except to say, "it is in the best interest of the district." Instead, principals need an administration, including the deputy and assistant superintendents, that are supportive, transparent, open, and honest.	3/19/2024 10:25 PM
5	She is very accessible can call her when I'm a crisis.	3/19/2024 9:26 PM
6	I believe Dr. Ruffin cares about the students. I wish she were better able to inspire more buy-in for the work that needs to get done.	3/19/2024 7:20 PM
7	She has good intentions but cannot meet all the issues in the district currently.	3/19/2024 6:42 PM
8	Dr. Ruffin seems to be making the hard choices for the district, but there are too many other people downtown making decisions and making daily changes that impact schools in a negative way.	3/19/2024 6:39 PM

9	Dr. Ruffin has done incredible things in Waterbury and has been an amazing model of leadership. Her tenure seems to have aged her and in many of her public appearances she has come off as slower to the punch, rehearsed, and can ramble off on tangents. It's time for us to celebrate the work she has done and invite new perspectives of leadership to continue the momentum of change she started.	3/19/2024 6:37 PM
10	Out of touch with what's happening with the schools and departments in the district	3/19/2024 6:18 PM
11	I believe she has decent intentions but I don't know she has the ability to follow through.	3/19/2024 5:38 PM
12	While the superintendent has some good ideas, she has yet to establish a culture and climate across the district to attract and retain talent. Good ideas are meaningless if you do not have talented people on board to see them through. The lack of trust has also created a toxic work environment.	3/19/2024 5:26 PM
13	I have only seen downtown grow with personel and all they do is create more work for the people already overwhelmed. I don't believe they care about us or do anything to support us. An example would be having the supervisors create reports for the schools with important data rather then expect building admin to pull for them.	3/19/2024 4:45 PM
14	Too many times we are asked to do things last minite or are "strongly encouraged" to attend events after work hours.	3/19/2024 4:40 PM
15	The same issues are brought to her attention with no change even when suggestions are offered by SAW. Although we have so many central office leaders, our jobs seem to be getting more complicated with more tasks given. There is a lack of communication and when you try to seek the answer, you are re-routed to numerous different people with different answers. We rely on each other to get solutions. We are given tasks that administrators in other districts are not expected to complete and take away from the ability to be present in our buildings. Procedures are not streamlined and change at a moments notice with no input from S.A.W.	3/19/2024 4:38 PM
16	I feel that there is no professionalism here and that our expertise is not valued, respected, appreciated, and taken into consideration when relevant. I also feel that if I do speak up, that I will be retaliated against. And when there is anything that has to do with feel good/celebratory occasions, the Superintendent is there. And when a difficult decision needs to be made, it is pushed off onto someone else to make that decision or you receive no answer at all. Because of this, I do not feel valued or respected at all and has prompted me to apply outside of the district.	3/19/2024 3:19 PM
17	The district needs a new direction, new energy and a new voice in its leadership, primarily in a new superintendent.	3/19/2024 3:05 PM
18	It's all show.	3/19/2024 12:10 PM
19	She has no idea what is going on in our schools. She stated at the Convocation she wanted to know the staff and schools better and she was going to make a point to visit more. Haven't seen her yet. Again, she is not helping with the hiring of SPED staff, our students and staff are suffering because of it. The assistant Super is no better, she doesn't care about the administrators either.	3/19/2024 12:05 PM
20	She is aloof, more worried about image vs. results	3/19/2024 11:14 AM
21	While I have faith in the leadership, I do not feel that the action steps are meeting the ever-changing needs of our district fast enough, and it's at the expense of many of our students not receiving the tools they need to be successful. The supply is so far removed from the demand.	3/19/2024 10:40 AM
22	There is a culture of fear, especially among Black female administrators. We are all wondering, "who is next"	3/19/2024 10:05 AM
23	At times	3/19/2024 10:03 AM
24	She always says open door or contact her but she is not helpful or available!	3/19/2024 9:45 AM
25	There is a complete disconnect between the roles of SAW leadership and the superintendent. The superintendent has zero knowledge of what the different roles in SAW do. There's also no understanding of how to work with unions. There is a complete and utter lack of communication and transparency. Everything feels like the "woman behind the curtain." The superintendent attempts to seem accessible when it benefits her, but not regularly.	3/19/2024 9:20 AM
26	She isn't around in schools and hasn't done anything to address the concerns of the special	3/19/2024 9:20 AM

education department- allocating more money so we can hire ABA therapists, BT's etc

Q5 If you had to choose up to three areas of excellence with respect to the Superintendent's leadership of the District, what would they be? (Choose between zero and 3 areas)

Answered: 78 Skipped: 1



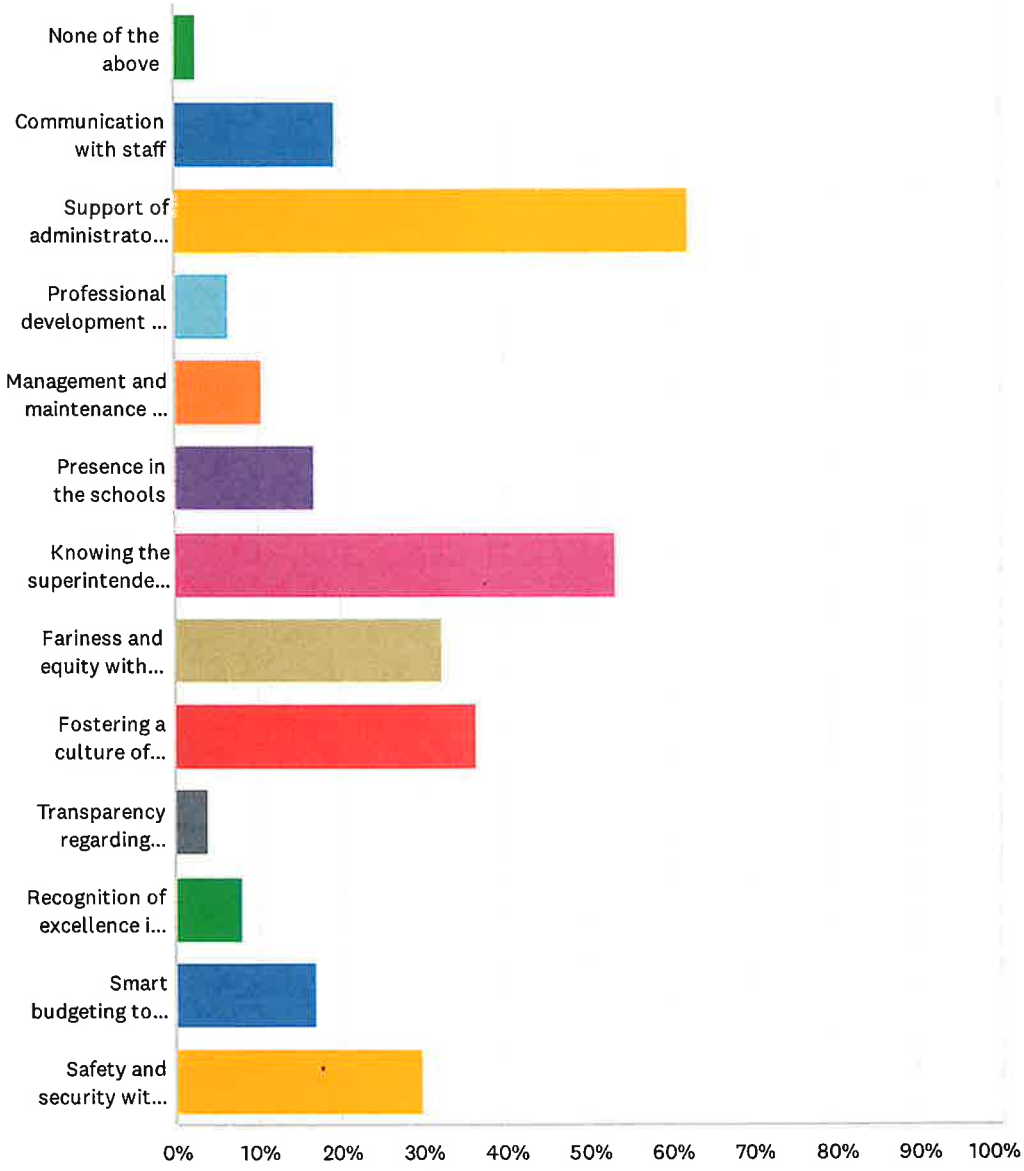
ANSWER CHOICES	RESPONSES	
None of the above	43.59%	34
Communication with staff	6.41%	5
Support of administrators in the performance of their functions	2.56%	2
Management and maintenance of facilities	6.41%	5
Professional development of staff and creating advancement opportunities	21.79%	17
Presence in the schools	0.00%	0
Knowing that the superintendent cares about her administrators and "has their back"	5.13%	4
Fairness and equity with staff	3.85%	3
Fostering a culture of openness and collaboration	8.97%	7
Transparency regarding expectations and learning outcomes	11.54%	9
Recognition of excellence in performance	21.79%	17
Smart budgeting to meet the needs of the schools and their stakeholders	3.85%	3
Safety and Security within district facilities	12.82%	10
Total Respondents: 78		

#	PROVIDE AN EXPLANATION OF YOUR ANSWER	DATE
1	This speaks for itself	3/20/2024 11:59 AM
2	Dr. Ruffin has a lack of presence in my school other than for award ceremonies. I feel Dr. Ruffin lacks all of the areas in the above list. There is no support for administrators to allow them to perform daily functions to keep the school running smoothly, safely and with high quality results. We are tasked with more and more things which takes away from supporting teacher, staff and students. Money has been wasted to pay exurbanite amounts for class overages and extra caseloads. Most of these expenses could have been eliminated with proper placements and some restructuring.	3/20/2024 10:54 AM
3	Only one area of excellence	3/20/2024 7:45 AM
4	I have not seen the superintendent demonstrate commitment to any of these areas.	3/20/2024 4:24 AM
5	Could have selected others but was limited to three.	3/19/2024 9:26 PM
6	On a personal level, I enjoy Dr. Ruffin. Professionally, I have not really interacted with her much.	3/19/2024 7:20 PM
7	We are in a better place financially than many in the state post covid due to the approach with Esser funds and COVID grants thanks to a strategic approach	3/19/2024 6:37 PM
8	While I feel none of the above apply, the superintendent has several ideas to create new programs though they are not implemented appropriately. The superintendent is also excellent at managing the district's narrative through the communications department. Additionally, the superintendent excels at controlling communications between administrators and the BOE. As a result, the BOE lack an awareness of current conditions across the district.	3/19/2024 5:26 PM
9	I feel that downtown is very calculated and causes divide between our community. I don't feel like anyone would have my back, you are on an island all by yourself. I thinking changing how money was allocated in the CN was wrong. There was a plan with what the budget was originally assigned to. Requests that are made of buildings are not given the staff or time to be very effective.	3/19/2024 4:45 PM
10	Talk, talk, talk. Much of what is dispensed to the public is less than accurate.	3/19/2024 4:44 PM

11	I have been given several opportunities for growth but have also been looked over for many others so I feel it is not equitable	3/19/2024 4:15 PM
12	I feel that the recognition of excellence in performance is the only one because she is there to be a part of, or even take the unspoken credit for the honor. This honor/celebration could be results of standardized testing. increased scores, or a student wins a scholarship just because she entered her name in a raffle.	3/19/2024 3:19 PM
13	Communication is fine, but what ever PLCs we do have focused on discipline data, nothing else is what partners do we have regarding mental health for our students. We have students on "suicide watch" and have to 1:1 staff follow them all day but no additional help for special ed students	3/19/2024 11:14 AM
14	Communication and leadership has been strong. The challenges are mostly getting more people in vacant roles	3/19/2024 11:00 AM
15	While I do find PD to be a relative strength, it is not differentiated to meet the needs of various schools/programs throughout the district.	3/19/2024 10:40 AM
16	The current climate discourages administrators to ask for support or even voice your opinion as that is seen as a sign of weakness. We are always in defence mode because we fear retaliation for exercising your basic rights.	3/19/2024 10:05 AM
17	All other areas are not present.	3/19/2024 9:45 AM
18	I can't in good faith mark any of these as positive.	3/19/2024 9:20 AM
19	The only communication we got is when we don't have a day off but students do or with early dismissals. I have not seen her in any of the schools I have been in. When the DOJ came - she didn't reach out and offer her support that week to those of us that were involved.	3/19/2024 9:20 AM

Q6 If you had to choose three areas where the Superintendent could improve to allow you to perform to a higher level in your duties and functions, what would they be. (Choose between zero and 3 boxes).

Answered: 77 Skipped: 2



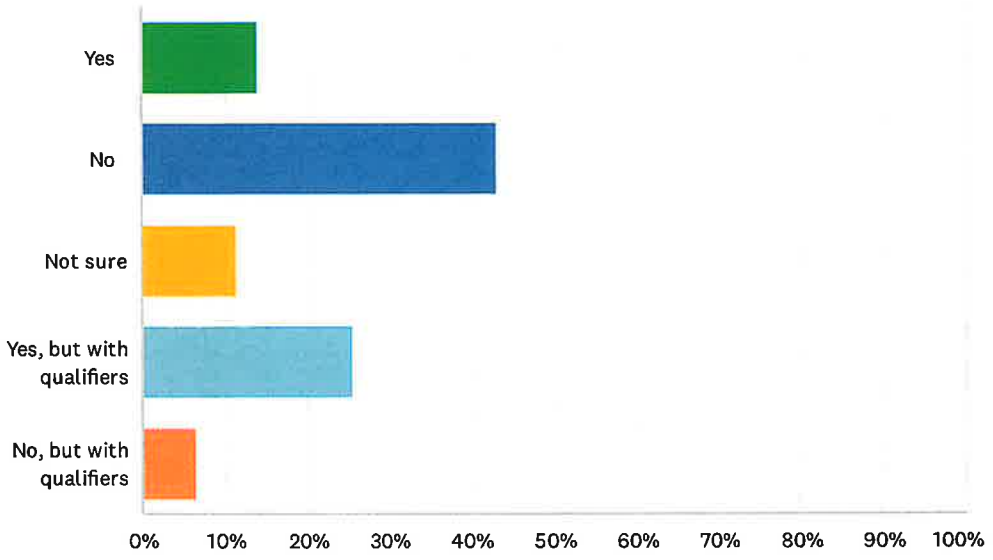
ANSWER CHOICES	RESPONSES	
None of the above	2.60%	2
Communication with staff	19.48%	15
Support of administrators in the performance of their functions	62.34%	48
Professional development of staff and advancement opportunities	6.49%	5
Management and maintenance of facilities	10.39%	8
Presence in the schools	16.88%	13
Knowing the superintendent cares about administrators and "has their back."	53.25%	41
Fariness and equity with staff	32.47%	25
Fostering a culture of openness and collaboration	36.36%	28
Transparency regarding expectations and learning outcomes	3.90%	3
Recognition of excellence in performance	7.79%	6
Smart budgeting to meet the needs of schools and their stakeholders	16.88%	13
Safety and security within district facilities	29.87%	23
Total Respondents: 77		

#	PROVIDE AN EXPLANATION OF YOUR ANSWER.	DATE
1	Speaks for itself	3/20/2024 11:59 AM
2	Dr. Ruffin is a bully. She doesn't respect or support administrators. We are scared of retaliation. She favors some and punishes others.	3/20/2024 10:54 AM
3	All of the above	3/20/2024 8:09 AM
4	Schools aren't maintained efficiently. There is no fairness or equity nir does the budget meet the needs of the schools.	3/20/2024 7:45 AM
5	Safety and security continue to be an issue and a matter of great concern. We need more support staff (counselors and school social workers) to assist with student behavior.	3/20/2024 6:04 AM
6	People are scared to be honest about what they think and worry about retaliation if they express any idea that doesn't align with the superintendents beliefs. This keeps us from having honest conversations about improving outcomes for our kids and families and is really discouraging.	3/20/2024 4:24 AM
7	I must appreciate how Dr. Ruffin successfully navigated such a difficult and extremely political district. Additionally, she lost her mom as well and still kept District afloat.	3/19/2024 9:26 PM
8	There is very little collaboration going on. Regarding communication, it would be appreciated if Dr. Ruffin could hold some round tables with small groups of admin to discuss her vision and hear from us about ideas we may have to address problems we're facing.	3/19/2024 7:20 PM
9	We need more specialized programs in the schools to service students and more staff to teach our students.	3/19/2024 6:42 PM
10	Admin should have more input within central office departments regarding how initiatives "roll out" and affect their building. One size fits all is not appropriate for a district of over 30 schools with different needs	3/19/2024 6:37 PM
11	Not all administrators are treated fairly. Many are undervalued, up to and including the Deputy. Does he still work for Waterbury?	3/19/2024 5:26 PM
12	Tired of some buildings getting everything done but when it comes for our school all of a	3/19/2024 4:45 PM

	sudden there is no money. There is no fairness in the treatment of schools.	
13	There is a lot of talk but little, if any, action. Money spent on positions, and in other ways, that do not positively impact students. Very divisive leadership.	3/19/2024 4:44 PM
14	Multiple administrators on special assignment Multiple administrators in interim positions because others are on special assignments so those positions can not become permanent.	3/19/2024 4:40 PM
15	Fairness and equity with staff: I feel that not all admin are treated the same. We have observed instances where certain staff members seem to receive preferential treatment or face disproportionate consequences compared to others. This lack of consistency undermines morale and trust among the staff, leading to a perception of unfairness within the organization and a negative work environment. Communication Disparities: Important information or decisions are sometimes communicated inconsistently or selectively, resulting in a lack of transparency and clarity that can contribute to feelings of frustration and feelings of favoritism/bias. Smart budgeting to meet the needs of schools and their stakeholders: It is apparent that the superintendent's budgetary allocations do not address the needs of our schools and stakeholders. Contracts to correct issues in buildings are not renewed in time for there to be no lapse in coverage. Despite the diverse and crucial needs within our district, the superintendent seems to prioritize certain events and resources over the needs of the district as a whole. What is the return on the investment when sending the superintendent and her chosen few to a 10-day "trip" to Portugal, Puerto Rico, and other locations/trips? Did the district improve after these trips? Were learned initiatives put in place in Waterbury and we have noticeable improvements? What about the thousands of dollars that were spent on training administrators, pulling them out of schools during the school year) for NISL Program? Has that improved the district at all? Are past attendees raving how great it was, or was it a waste of time and money? And then we repeat it with two additional cohorts? And why was THIS organization picked?	3/19/2024 3:19 PM
16	She doesn't have a clue what many of the admins actually do.	3/19/2024 12:10 PM
17	She need to work on all of the above	3/19/2024 12:05 PM
18	Having empathy and a clear understanding of the unique needs of every school/program is critical to success. Yes, this occurs through data, but more importantly through school visits, ongoing dialogue, transparency, and clear action steps with timelines that are adhered to.	3/19/2024 10:40 AM
19	Most of us operate out of fear. The fear that we will not be supported and can loose our jobs at the drop of a hat.	3/19/2024 10:05 AM
20	I wanted to choose more!	3/19/2024 9:45 AM
21	See my previous comments for an explanation that aligns with these.	3/19/2024 9:20 AM
22	I honestly don't think she knows what my day looks like, what I deal with..	3/19/2024 9:20 AM

Q7 Given the current climate of the Waterbury Public Schools, do you feel that you are able to perform your duties to the level to which you aspire under the current superintendent's leadership?

Answered: 79 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	13.92%	11
No	43.04%	34
Not sure	11.39%	9
Yes, but with qualifiers	25.32%	20
No, but with qualifiers	6.33%	5
TOTAL		79

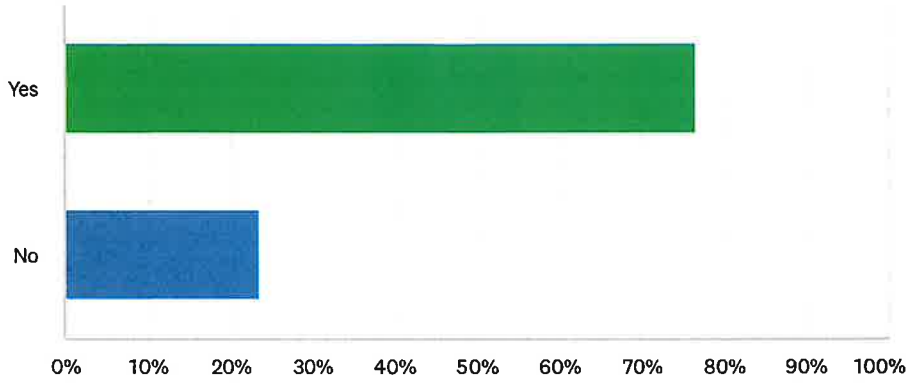
#	PROVIDE AN EXPLANATION IF NECESSARY.	DATE
1	I have never experienced so many road blocks/obstacles in wanting to help children in my life. I am a talented and driven advocate for children and not being able to help keeps me awake at night. Given these reasons and so many more...I would not put the faith of my own children's futures in the hands of this city.	3/20/2024 11:59 AM
2	We are set up to fail and have little support, yet we are questioned why we have student discipline issues, student scores aren't meeting state goals and teachers are leaving to go to other districts. My staff and I have high levels of anxiety and stress on a daily basis.	3/20/2024 10:54 AM
3	Retaliation by members of the cabinet team is consistent!	3/20/2024 8:09 AM
4	Honestly, the job feels impossible most days. We do the best we can but the directives from the superintendent and her designees feel impulsive, not fully developed, disconnected from the needs expressed, and even conflicting with each other. We also receive no real support.	3/20/2024 4:24 AM
5	This also includes the Superintendent's team of deputy and assistant superintendents. Very	3/19/2024 10:25 PM

	negative, dishonest, non-transparent, and untrustworthy.	
6	Dr. Ruffin has secured a substantial amount of funding to support educational development and supports to meet the needs of the staff and students far more than her predecessors.	3/19/2024 9:26 PM
7	Fights have skyrocketed since no arrest policy and day to day operations are beginning to feel unsafe.	3/19/2024 8:31 PM
8	Work great with the admin team at the school level	3/19/2024 7:59 PM
9	While I understand that things are "political" in Waterbury, I can't help but wonder how any superintendent can be a successful leader so long as political interference, political agendas, and political appointments are allowed to infiltrate the running of our school system. We are operating in a culture of fear. No one wants to be honest because "somebody" might find out. In the last year alone, I have lost track of how many times I have wanted to speak up only to be told to watch my back because "somebody" knows "somebody" in City Hall. It's like working in a B-level mob movie. I don't know how much longer I am willing to put up with this.	3/19/2024 7:20 PM
10	We are underpaid as compared to other districts we also need more full time behavioral support and social emotional support in elementary buildings I.e. full time behavior techs and social workers so admin may have more time for instructional leadership. Every research point clearly indicates early intervention as key to a child's development.	3/19/2024 6:37 PM
11	There is a need need for more support staff in buildings - attendance counselors, BTs, full time social workers so that administrators can be instructional leaders.	3/19/2024 5:37 PM
12	The superintendent sets the tone for the district. The current climate is ugly. It lacks trust and support. It is very difficult to be impactful as a leader when staff continue to leave the district or avoid coming in the first place due to a toxic climate.	3/19/2024 5:26 PM
13	We request tutors and are denied. Our population has all the specialized special education programs which tanks our graduation Rate. Since covid expectations are never ending, this does not allow for a healthy work/life balance. Downtown is burning out school administration by constantly dumping more and more in the schedule and throwing things last minute that need to be done right then. This is why we have so much turnover in this district.	3/19/2024 4:45 PM
14	I feel like all of my efforts are made on the part of students and staff, despite a lack of real support. Thankfully I am part of a good team at the school level. We dream of what would be possible with real support.	3/19/2024 4:44 PM
15	yes, but administrator time does not seem valued - at times, requests to central office do not get responses and time is wasted making multiple requests, there are often last minute directives from central office, and pulling administrators out of schools during the day puts a strain on supporting our staff.	3/19/2024 4:32 PM
16	No changes have been made thus far, very low expectations	3/19/2024 4:15 PM
17	Given the current climate within our district, I can not fulfill my duties to the standard I aspire to under the present superintendent's leadership. The environment within the district, shaped by the superintendent's decisions and management style, presents obstacles that hinder my effectiveness in executing my responsibilities to the fullest extent. The leadership approach of the superintendent has contributed to a negative /hostile work environment that is not conducive to productivity and professional growth. This atmosphere undermines morale and motivation, making it difficult for me to perform at my best.	3/19/2024 3:19 PM
18	Dealing with discipline, contacting parents inhibits my ability for classroom observations, training new teachers in the building.	3/19/2024 11:14 AM
19	I am putting out more fires than evaluations and spending time in classroom	3/19/2024 11:00 AM
20	It can only be done with the proper safety measures, resources and supports to support sustainability of our unique programmatic needs.	3/19/2024 10:40 AM
21	I feel that we have to do want central office wants us to do, say what they want us to say...or deal with the " consequences". We cannot be our authentic selves as leaders.	3/19/2024 10:05 AM
22	At times, support and guidance is not given even when requested.	3/19/2024 10:03 AM
23	I do what I need to do, but with the feeling of no value	3/19/2024 10:02 AM

24	The climate is ...always feeling like we are not doing enough or doing something wrong. Always demands never finding the positives things administrators do!	3/19/2024 9:45 AM
25	I need more support in order to do my job to the max	3/19/2024 9:20 AM

Q8 Given the current climate within the district, are you seriously considering seeking employment in another district?

Answered: 77 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	76.62%	59
No	23.38%	18
TOTAL		77

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #11.1

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as ESL/Multilingual Curriculum Supervisor effective May 13, 2024.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #11.2

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____

as Vice Principal, West Side Middle School, effective immediately.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #12.1

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to adopt the findings of fact of the Impartial Hearing Officer in the matter of _____and terminate the employment contract of _____ pursuant to Connecticut General Statutes §10-151 in accordance with the recommendations dated April 4, 2024 and the reasons set for therein, effective April 25, 2024."

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #12.2

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve a Construction Contract with Art's Home Improvement, LLC, at no cost, for Chase Elementary School Patio Improvement services in honor of his late wife Petrina Rusi who was a third grade teacher at Chase.

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: April 10, 2024

TO: Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Contract for Patio Upgrade at Chase Elementary School with Art's Home Improvement

The Education Department respectfully requests your review and approval of a construction contract to upgrade the existing Chase Elementary School Teacher's Patio. All work and materials are being donated by owner Artan Rusi, whose late wife, Petrina Rusi, was a third grade teacher at Chase Elementary School. Mrs. Rusi began at Chase Elementary School as a Building and then Long-Term Substitute in 2012 and upon receiving her certification became a third grade teacher at Chase Elementary School from 2015 until her untimely death in 2020 at age 42. Petrina Rusi loved her extended Chase Elementary School family and Mr. Rusi recognizes that "schools can't become the best places for students to learn and grow, unless we make them the best places for teachers to work and grow". Mr. Rusi would like to donate the work and materials for this project to honor his late wife.

The project upgrades the existing rooftop patio consisting of a 360 square foot floating deck made from pressure treated wood, which will be removable for easy roof access; 600 square feet of bluestone installation, which includes old tile removal, leveling and stone dust underlayment; and sanding and painting of existing railings.

All work will be completed within 120 days from the City's Notice to Proceed. Art's Home Improvement, LLC is insured and registered and active under the Secretary of State's CONCORD website as doing business in the State of Connecticut.

Thank you for your consideration.

c: Mike Konopka

CONSTRUCTION CONTRACT
for
Chase Elementary School Patio Improvement
between
The City of Waterbury, Connecticut
and
Art's Home Improvement, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, CONNECTICUT, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and Art's Home Improvement, LLC, located at 24 Jo Anne Drive, Waterbury, Connecticut 06708, a State of Connecticut duly registered limited liability corporation (the "Contractor" or "AHI").

WHEREAS, the Contractor proposed to donate to the City improvement and remodeling services of the patio at Chase Elementary School in honor of his late wife; and

WHEREAS, the City desires to obtain the Contractor's services for the Chase Elementary School Patio Improvement pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of Chase Elementary School Patio Improvement as detailed and described in the proposal in **Attachment A**, 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** Contractor's Proposal, consisting of 1 page, attached hereto;
- **1.1.2** Technical Specifications consisting of 4 pages, attached hereto;
- **1.1.3** Special Conditions (Article 1 – Article 15) consisting of 9 pages, attached hereto;
- **1.1.4** General Conditions (Article 1 – Article 114) consisting of 36 pages, attached hereto;
- **1.1.5** City Building Official Approval, consisting of one (1) page, incorporated herein by reference;

1.1.6 Certificates of Insurance, attached hereto;
1.1.7 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Corporate Resolution, Non-Collusion Affidavit, incorporated herein by reference;
1.1.10 Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated herein by reference;
1.1.11 All applicable Federal, State and local statutes, regulations, charter and ordinances incorporated herein by reference; and
1.1.12 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses, 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. Federal, State, and local laws, regulations, charter and ordinances
1.2.2. Contract Amendment(s) and Change Orders
1.2.3. Contract
1.2.4. Special Conditions
1.2.5. General Conditions
1.2.6. Technical Specifications
1.2.7. Contractor's Proposal

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

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

2.2. Representations Regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or

otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, or where City Students are Present. For all activities in school facilities 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.

2.4. 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 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 that "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.

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

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's project requirements, 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 it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due

Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

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

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

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

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

3.1.5. It has familiarized itself with the nature and extent of the 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. Intentionally Omitted.

3.1.7. It agrees that the project specifications are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

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

3.1.9. It has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services within the Contract Time and in accordance with the other terms and conditions of the

Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

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

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

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

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

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

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

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

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

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

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

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

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

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed

instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

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

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

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

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **three hundred (300) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **three hundred sixty five (365) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Intentionally Omitted.

5.2. Intentionally Omitted.

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 Contractor acknowledges and agrees that no compensation shall be owed to the Contractor for services, materials, appliances, labor, or any other expense incurred by the Contractor in preparation for or performance of this Agreement.

6.1. Intentionally Omitted.

6.2. Intentionally Omitted.

6.3. Intentionally Omitted.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other 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 Completion, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Upon Final Completion, Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** Substantial Completion of the Project, and **(ii)** Final Completion of the Project, the Contractor shall 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.

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

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

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

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

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

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

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

10. Intentionally Omitted.

11. Contractor's Insurance.

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

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

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

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

11.4.1. General Liability Insurance:
$1,000,000.00 per Occurrence;
$2,000,000.00 General Aggregate;
$2,000,000.00 Products/Completed Operations Aggregate.
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2. Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit (CSL) Each Accident
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):
$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.

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 recover from the Contractor the cost of said insurance.

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

11.7. Certificates of Insurance. All Contractor's Insurance except Workers' Compensation and Professional Liability shall be endorsed to add the City of Waterbury and its Board of Education as additional insured and provide waiver of subrogation on all policies except Builders Risk (if applicable). 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 Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The City must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT 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.

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

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

contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

12.4.1. Definitions. For purposes of this paragraph:

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

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

business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

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

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

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

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

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

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

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

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

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

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

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

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

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

expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

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

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

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

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by

the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

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

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

14. Good Jobs Ordinance.

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

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

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

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

14.1.4. Definitions. For purposes of this paragraph:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.2. Liquidated Damages Applicable To Section 14.1.

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

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

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

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

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

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

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

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

15. Intentionally Omitted.

16. Termination.

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

the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this

Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1. The Contractor's Response to a Change Request.

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

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

27.2.2. City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and

both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

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

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the documents attached hereto as **Attachment A** shall be used as historical documents, without regard to in the order of precedence, to resolve such conflicts or disputes.

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

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

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that 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.

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

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: Art's Home Improvement, LLC
24 Joanne Drive
Waterbury, CT 06708

City: City of Waterbury
Chase Municipal Building
235 Grand Street
Waterbury, CT 06702

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

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

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set

forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 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/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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

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

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

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

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

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

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

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

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

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

35.6. Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion and any other identified Project Milestone.

35.7. Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8. Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9. Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11. Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.12. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13. Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15. Substantial Completion: The time at which, in the opinion of the 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 or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.18. Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19. Using Agency: The Board of Education of Waterbury, Connecticut.

[Signature page follows]

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Paul K. Pernerewski Jr., *Mayor*

Sign:_____ Date: _____
Print name:

WITNESSES: **ART'S HOME IMPROVEMENT LLC**

Sign:_____ By:_____
Print name: Artan Rusi, *Owner*

Sign:_____
Print name: Date: _____

ATTACHMENT A

1. Contractor's Proposal, consisting of 1 page, attached hereto;

2. Technical Specifications consisting of 4 pages, attached hereto;

3. Special Conditions (Article 1 – Article 15) consisting of 9 pages, attached hereto;

4. General Conditions (Article 1 – Article 114) consisting of 36 pages, attached hereto;

5. City Building Official Approval, consisting of one (1) page, incorporated herein by reference;

6. Certificates of Insurance, attached hereto;

7. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Corporate Resolution, Non-Collusion Affidavit, incorporated herein by reference;

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

9. All applicable Federal, State and local statutes, regulations, charter and ordinances incorporated herein by reference; and

10. All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses, incorporated herein by reference.

Honored members of the Board of Education and honored Aldermen,

I, Artan Rusi (owner of Art's Home Improvement), am asking for your approval on an upgrade of the Chase school patio in the memory of my beloved wife, Petrina Rusi who was a teacher at Chase Elementary school. When she came to America her dream was to become a teacher and she worked really hard for many years to make it happen. She first worked at Chase as a permanent substitute then upon receiving her certification she became a third grade teacher. Although she missed her family in Albania she found herself a dear family at Chase with all the teachers she worked with, especially her 3rd grade team. Unfortunately she passed away and left us all too early. This upgrade is very special and means so much to my family and everyone at Chase School because Petrina was a special person and holds a special place in our hearts.

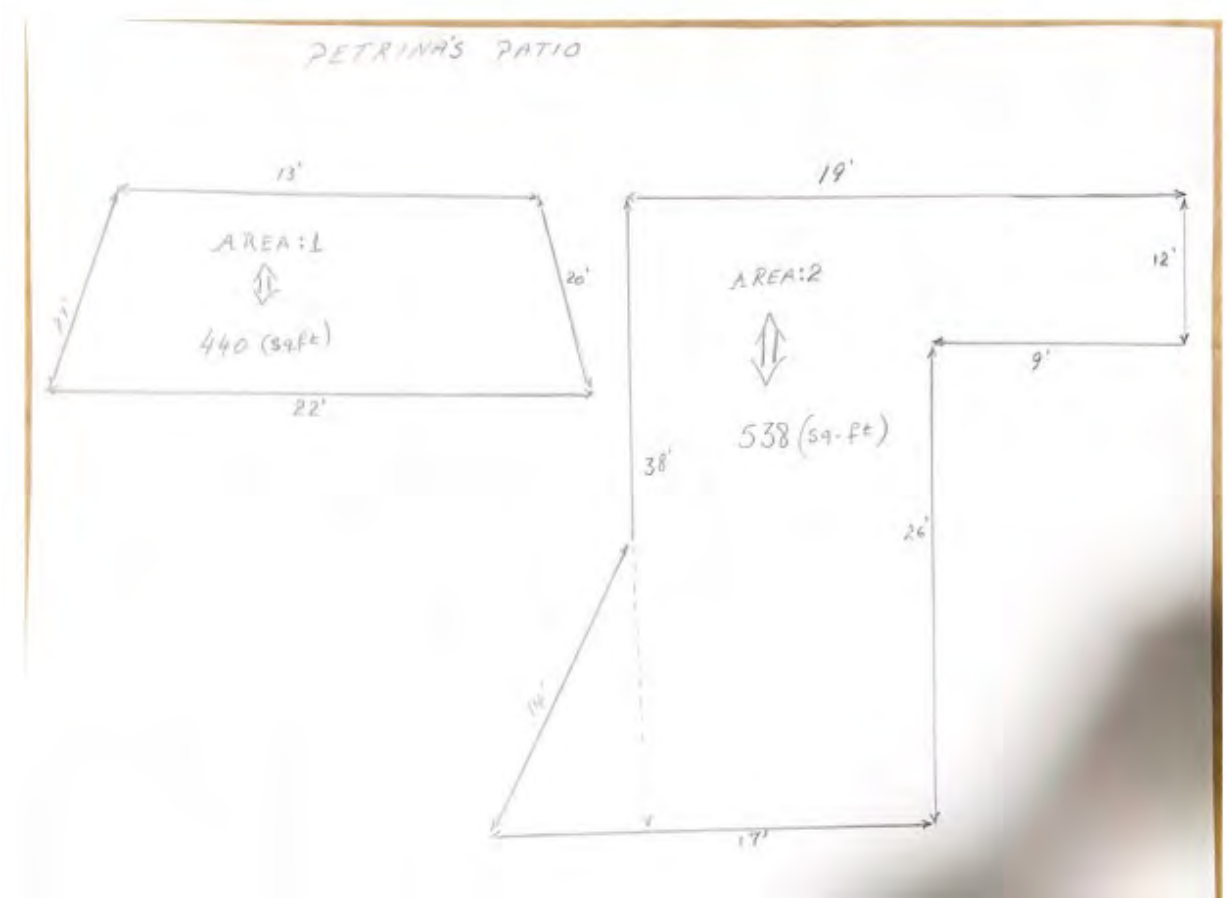
The project will be a gift from Artan Rusi, therefore all the materials and the labor will be covered by Art's Home Improvement. A detailed list of the project as well all the required documents have been submitted to the corp counsel for review. I hope that today you will give your approval and your blessings so that we can bring it to fruition.

Thank you for all your support to keep Petrina's memory alive at Chase School. The Chase community has shown to be supportive and caring and I believe that this space will provide a reminder of the relationships and the strong bonds created among teachers and staff. This space will also show to all the teachers and staff that we recognize the fact that "Schools can't become the best places for students to learn and grow unless we make them the best places for teachers to work and grow."

Thank you and God bless you and your families!

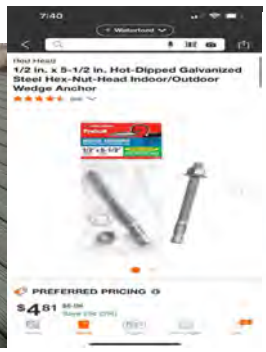
Artan Rusi
Owner of Art's Home Improvement
Husband of the late Petrina Rusi (3rd grade teacher at Chase Elementary School)
(203)910-1876





Area 1 is about 440 square feet. In this area we will install the deck. It will be attached to the wall using the galvanized steel hex nut head indoor/outdoor wedge anchor. We will level the area using 11.5x8x11.5 inch concrete deck blocks for raising the deck from the roof.(picture below) we will use 2x8x16 pressure treated beams and use Galnivized face mount joist Hanger for 2X8 Nominal Lumber to hold the beams and finish with composite decking boards for the deck, leaving access to the drain.











Area 2 is about 538 square feet. In this Area we will remove all the old tiles/debris and moss. Level the area with stonedust then put ½ inch thick bluestone tiles. Sizes will vary from 12 inches to 18 inches length and width. Color is showing in the picture.





In this area we will sand all the railings and the base, and paint it black oil-based exterior paint.

SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

	ARTICLE	PAGE
1.	SPECIAL NOTE	SC-3
2.	ADDENDUM TO SPECIAL CONDITIONS	SC-4
3.	PERMITS	SC-4
4.	SITE RESTORATION	SC-5
5.	PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-5
6.	ACCESS TO PRIVATE & PUBLIC PROPERTY	SC-5
7.	ADJUSTMENT TO EXISTING UTILITIES	SC-5
8.	CHANGES TO THE WORK	SC-5
9.	LAYDOWN AREAS/MATERIAL STORAGE	SC-7
10.	MOBILIZATION AND DEMOBILIZATION	SC-8
11.	IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY	SC-8
12.	ADDENDUM TO GENERAL CONDITIONS 93	SC-8
13.	ADDENDUM TO GENERAL CONDITION 31	SC-8
14.	UNDERPAYMENT OR OVERDUE PAYMENTS OF WAGES	SC-8
15.	FINAL COMPLETION AND CERTIFICATE OF FINAL COMPLETION	SC-8

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project; and to all of the Contract Documents. All Contract Documents apply to this Section. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, and regardless if not expressly stated in each Article herein, the costs associated with all work and/or services required under the Special Conditions shall be considered as included in the overall cost of the Contract items. No separate payment will be made for this work and/or services.

ARTICLE 2. ADDENDUM TO GENERAL CONDITIONS.

Reference is made to the following Articles of the General Conditions, which are NOT APPLICABLE to this Project and shall neither be enforced nor bind the Parties.

- Article 1. Plans and Specifications at the Site/As-Built Drawings
- Article 2. Construction Progress Schedule
- Article 3. Estimated Quantities
- Article 4. Schedule of Values; Application for Payment
- Article 5. Partial Payments
- Article 8. Sedimentation and Erosion Control
- Article 10. Environmental Protection Plan
- Article 15. Shop Drawings, Catalog Cuts and Samples
- Article 23. Right to Withhold Payments
- Article 24. Payments by Contractor
- Article 25. Notice of Warning
- Article 26. Progress Meetings
- Article 32. Right-of-Way and Suspension of Work
- Article 44. Ownership of Drawings and Specifications
- Article 45. Residents' Preference in Work on Other Public Facilities
- Article 46. Listing of Employment Opening
- Article 48. City of Waterbury Ordinance Chapter 34
- Article 52. Wage Underpayments and Adjustments
- Article 83. Work Within the Limits of Private Property
- Article 92. Contract Administration Costs – Outside Regular Hours
- Article 93. Daily Reports
- Article 99. Water Quality of Wells
- Article 100. Work in State Highways
- Article 102. Test Reports; Certificates of Compliance and Shipping Lists
- Article 108. Final Estimate
- Article 109. Semi-Final Payment
- Article 111. Final Completion / City's Certificate of Final Completion
- Article 112. Final Payment/ Project Acceptance
- Article 113. Acceptance of Final Payment

ARTICLE 3. PERMITS

The Contractor shall obtain all applicable Federal, State and local permits and registrations necessary to complete the project at no additional cost to the City. The cost of obtaining and maintaining the permits shall be borne by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

ARTICLE 4. SITE RESTORATION

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or irregular do to construction and/or new installations.

ARTICLE 5. PUBLIC USE OF EXISTING PUBLIC FACILITIES

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. No equipment or construction activities are allowed on the existing public facilities, such as athletic fields, without prior written approval by the City. No equipment or storage is allowed outside of the designated construction area without prior written approval by the City. The number and location(s) of storage containers shall be approved by the City.

ARTICLE 6. ACCESS TO PRIVATE & PUBLIC PROPERTY

Throughout the duration of Construction, the Contractor shall maintain access to all businesses, places of worship, schools and private residences, etc. in the Project Area. Particular attention is noted for funeral processions, wedding processions, and other similar activities.

Contractor shall also provide and place temporary ramps at driveways or other locations where, in the opinion of the City, there is a need to provide safe access until the permanent handwork is completed.

ARTICLE 7. ADJUSTMENT OF EXISTING UTILITIES

If applicable, the contactor shall raise or lower as necessary the top of all utility valve boxes, gas service curb boxes, handholds, parking meter kiosks, cleanouts, traffic boxes, and any other utility access structures within the work area to match the finished grade. No compensation will be allowed for adjustment of existing utilities.

ARTICLE 8. CHANGES TO THE WORK

Any changes to the Work must be authorized by the City. If the Contractor requests changes in the Work and the City authorizes said changes, the cost for the changes shall be born entirely by the Contractor.

A. Differing Site Conditions

(1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the

site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the Contractor shall thereafter wait for written instructions from the Project Engineer before proceeding with regard to such conditions.
(2) Upon written notification from the Contractor, the Project Engineer will investigate the conditions to determine if differing conditions exist. The Project Engineer will notify the Contractor of his/her determination whether or not differing conditions exist. If it is determined that the conditions materially differ and cause an increase in the Contract Time required for performance of any work under the Contract, the City, with the Project Engineer's recommendation, will make an adjustment (excluding anticipated profits) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.
(3) No use of this Article or of any Contingency Allowance that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
(4) No use of this Article or of any Contingency Allowance will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of Work Ordered by the Project Engineer.
(1) If the performance of all or any portion of the work is suspended or delayed by the Project Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Project Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
(2) Upon receipt, the Project Engineer will evaluate the Contractor's request. If the Project Engineer agrees that the Contract Time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City, with the Project Engineer's recommendation, will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.
(3) No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
(4) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

C. Significant Change in the Character of Work.
(1) The Project Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
(2) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, the cost for changes to the work shall be either on a firm proposal agreed to by the City or as calculated herein, and such costs shall not include loss of anticipated profits. If a cost cannot be agreed upon,

then the cost calculation shall be in such amount as the Project Engineer may determine to be fair and equitable.
(3) Intentionally omitted.
(4) The term "significant change" shall be construed to apply when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

D. Extra Work
Unforeseen work made necessary by the Project Engineer's changes as previously described, or work that is necessary for completion of the Project shall be done in accordance with the requirements of the specifications and as directed by the Project Engineer. The Project Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent. The character and extent of the extra work, shall be communicated in a letter to the Contractor by the Project Engineer. If the Contractor objects to any portion of the defined extra work, and if the Contractor is not willing to agree to the extra work, the Contractor must, within 15 calendar days of its receipt of said letter, respond in writing describing specifically what portions of the extra work the Contractor finds objectionable, the nature of its objections, and the basis for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the extra work as set forth in the Project Engineer's letter.

ARTICLE 9. LAYDOWN AREAS / MATERIAL STORAGE

The City will not provide any staging area for Construction and/or Contractor operations. The Contractor shall provide its own staging/storage area. Laydown areas within the Project Area are allowed but require pre-approval from the City. In all cases, the Contractor shall be responsible for the protection of all materials, tools, etc. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public, adjacent property owners and tenants or the City.

The Contractor shall provide its own storage facilities and in all cases be responsible for the protection of all materials, tools, etc. The number and location(s) of storage containers shall be approved by the City. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public or the City or City's employees or tenants. All deliveries of material, equipment, etc., shall be made to the Contractor and accepted only by him/her and only during working hours. City personnel will not receive or accept any materials or equipment, etc. at any time.

A Laydown Area shall not impede traffic flow within the City streets or to public facilities outside of the Project Area.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas. This may include removing equipment, materials, tools, etc., from the Laydown Area for a period to be determined by the City of Waterbury and after completion of the Work. The Contractor shall

be required to restore any disturbed areas to a condition as good as or better than existing conditions after completion of the Work.

ARTICLE 10. MOBILIZATION AND DEMOBILIZATION

The costs of Mobilization and Demobilization for the project shall be borne solely by the Contractor. No separate payment shall be made for Mobilization and/or Demobilization.

ARTICLE 11. IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY

Completion of an Improvement Location Survey is not required for this Project.

ARTICLE 12. ADDENDUM TO GENERAL CONDITIONS 93

In lieu of the daily reports required in Article 93 of the general conditions, the contractor shall provide said reports weekly.

ARTICLE 13. ADDENDUM TO GENERAL CONDITION 31

Reference is made to General Condition Article 31 – Use of Premises and Removal of Debris. During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site.

ARTICLE 14. UNDERPAYMENT OR OVERDUE PAYMENTS OF WAGES

In addition to any applicable Federal or State regulations, the City may, in its sole discretion, order the Contractor to immediately rectify any underpayment or overdue payment of wages to any worker or any subcontractor on the Project through written notice. Should the Contractor fail to comply within seventy-two (72) hours of receipt of said written notice, the City, in its sole discretion, may terminate the Contract for cause. Rectifying a notice for underpayment or overdue payments of wages shall require paying each applicable worker sufficient pay to equal the difference between the wages required to be paid the worker under any applicable contract or subcontract and the amount actually paid the worker for the total number of hours worked.

ARTICLE 15. FINAL COMPLETION AND CERTIFICATE OF FINAL COMPLETION

15.01 Final Completion of the Project by the City shall occur when all three of the following criteria are met:

(1) All deficiencies identified in its Affidavit of Final Completion have been corrected/addressed, if applicable.
(2) All Project work and services have been completed to the satisfaction of the City.
(3) Upon issuance to Contractor by City of City's Certificate of Final Completion.

15.02 Issuance of City's Certificate of Final Completion shall establish the date of Final Completion by the Contractor.

END OF SECTION

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
1.	PLANS AND SPECIFICATIONS AT THE SITE	GC-1
2.	CONSTRUCTION PROGRESS SCHEDULE	GC-1
3.	ESTIMATED QUANTITIES	GC-2
4.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	GC-2
5.	PARTIAL PAYMENTS	GC-2
6.	INSPECTION AND TESTS	GC-3
7.	UTILITIES	GC-3
8.	SEDIMENTATION AND EROSION CONTROL	GC-3
9.	PROTECTION OF ENVIRONMENTAL RESOURCES	GC-4
10.	ENVIRONMENTAL PROTECTION PLAN	GC-5
11.	TEMPORARY UTILITIES	GC-5
12.	ABBREVIATIONS	GC-5
13.	SUBSURFACE EXPLORATION	GC-7
14.	CONTRACT AND CONTRACT DOCUMENTS	GC-7
15.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	GC-7
16.	CONTRACTOR'S TITLE TO MATERIALS	GC-8
17.	“OR EQUAL" CLAUSES	GC-8
18.	REPRESENTATIONS OF THE CONTRACTOR	GC-8
19.	PROTECTION OF WORK AND PROPERTY (EMERGENCY)	GC-9
20.	WEATHER CONDITIONS	GC-9
21.	SUBLETTING	GC-9
22.	SUBSTITUTE BOND	GC-10
23.	RIGHT TO WITHHOLD PAYMENTS	GC-10
24.	PAYMENTS BY CONTRACTOR	GC-10
25.	NOTICE OF WARNING	GC-10
26.	PROGRESS MEETINGS.	GC-11
27.	PERMITS	GC-11
28.	RIGHT TO USE THE WORK	GC-11
29.	PROVISIONS REQUIRED BY LAW	GC-11
30.	WAIVER	GC-11
31.	USE OF PREMISES AND REMOVAL OF DEBRIS	GC-11
32.	RIGHT OF WAY AND SUSPENSION OF WORK	GC-12
33.	CONSTRUCTION EQUIPMENT AND MACHINERY	GC-12

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
34.	GENERAL GUARANTEE	GC-14
35.	PROCEDURE IN CONSTRUCTION	GC-13
36.	APPRENTICES	GC-13
37.	CONTROL OF WORK	GC-13
38.	CITY'S CONTROL NOT LIMITED	GC-13
39.	AUTHORITY AND DUTIES OF INSPECTORS	GC-14
40.	INSPECTION AND CORRECTION OF WORK	GC-14
41.	CONTRACTOR'S OBLIGATIONS	GC-14
42.	TOILET ACCOMMODATIONS AND DRINKING WATER	GC-15
43.	SAFETY AND HEALTH REGULATIONS	GC-15
44.	OWNERSHIP OF DRAWINGS AND SPECIFICATIONS	GC-15
45.	RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES	GC-15
46.	LISTING OF EMPLOYMENT OPENINGS	GC-16
47.	SERVICE OF PROCESS	GC-16
48.	CITY OF WATERBURY ORDINANCE CHAPTER 34	GC-16
49.	WAGE RATES	GC-16
50.	SCHEDULE AND POSTING OF MINIMUM WAGE RATES	GC-16
51.	COMPUTATION OF WAGES AND OVERTIME COMPENSATION	GC-17
52.	WAGE UNDERPAYMENTS AND ADJUSTMENTS	GC-17
53.	CONFORMANCE OF WORK	GC-17
54.	DIMENSIONS AND SCHEDULES	GC-17
55.	PROTECTION FROM STORM	GC-17
56.	PROTECTION OF WORK AND MATERIALS	GC-17
57.	FURTHER SAFEGUARDS	GC-18
58.	FIRST AID TO INJURED	GC-18
59.	CONFORMANCE WITH DIRECTIONS	GC-18
60.	COMPETENT HELP TO BE EMPLOYED	GC-18
61.	STREETS AND SIDEWALKS TO BE KEPT OPEN	GC-18
62.	LIGHTS, BARRIERS, FENCES, WATCHMEN & INDEMNITY	GC-18
63.	WORK OUTSIDE REGULAR HOURS	GC-19
64.	BUS LINE INERFERENCE	GC-19
65.	COLD WEATHER WORK	GC-19
66.	BLASTING AND EXPLOSIVES	GC-20

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
67.	TUNNELING	GC-20
68.	RESERVED MATERIALS/EXCAVATED MATERIALS	GC-20
69.	OBSTRUCTIONS AND CROSSOVERS	GC-20
70.	DIRECTIONAL SIGNS AND LIGHTS	GC-21
71.	MAINTENANCE OF WORKPLACE	GC-21
72.	OPERATIONS AT SEVERAL POINTS	GC-21
73.	INTERFERENCE WITH EXISTING STRUCTURES	GC-21
74.	TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS	GC-22
75.	MATERIALS	GC-22
76.	DEFECTIVE MATERIALS	GC-22
77.	INSPECTION AND TESTING OF FURNISHED MATERIALS.	GC-22
78.	SAMPLES AND ORDERING LISTS	GC-22
79.	SANITARY CONVENIENCES	GC-22
80.	FINISHING AND CLEANING UP	GC-22
81.	RIGHTS OF ACCESS	GC-23
82.	WORK BY OTHERS	GC-23
83.	WORK WITHIN THE LIMITS OF PRIVATE PROPERTY	GC-23
84.	LOADING	GC-24
85.	COMPLETION OF WORK	GC-24
86.	DUST AND SPILLAGE CONTROL	GC-24
87.	CARE OF THE WORK	GC-25
88.	EMERGENCY WORK	GC-25
89.	FIRE PREVENTION AND PROTECTION	GC-25
90.	PLANIMETER	GC-25
91.	SUPERINTENDENCE	GC-25
92.	CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS	GC-25
93.	DAILY REPORTS	GC-26
94.	MATERIAL AND WORKMANSHIP	GC-26
95.	TEMPORARY WATER SUPPLY	GC-26
96.	FITTING AND COORDINATION OF WORK	GC-26
97.	ARCHEOLOGICAL FINDS	GC-26
98.	EXCAVATIONS NEAR UNDERGROUND UTILITIES	GC-27
99.	WATER QUALITY OF WELLS.	GC-27

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
100.	WORK IN STATE HIGHWAYS	GC-27
101.	EXISTING INSPECTION REPORTS	GC-27
102.	TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS	GC-28
103.	CLEANING FINISHED WORK	GC-28
104.	COMPLIANCE TO ACTS AND EXECUTIVE ORDERS	GC-28
105.	SEMI-FINAL INSPECTION	GC-28
106.	CITY'S CERTIFICATE OF SUBSTANCIAL COMPLETION	GC-29
107.	FINAL INSPECTION	GC-29
108.	FINAL ESTIMATE	GC-30
109.	SEMI-FINAL PAYMENT	GC-30
110.	LIMITED ACCEPTANCE OF WORK	GC-30
111.	FINAL COMPLETION/ CITY'S CERTIFICATE OF FINAL COMPLETION	GC-30
112.	FINAL PAYMENT/PROJECT ACCEPTANCE	GC-30
113.	ACCEPTANCE OF FINAL PAYMENT	GC-30
114.	10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE	GC-31

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise in the Contract Documents, all costs associated with any work/services required or necessary under the General Conditions shall be considered as included in the Contract Amount (also referred to as Total Compensation). No separate or additional payment will be made for this work and/or services.

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE / AS-BUILT DRAWINGS

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set of all documents over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) consecutive calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions).

2.02 The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.

2.03 The schedule shall indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.04 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.

2.05 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall

arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

2.06 The revised Construction Project Schedule shall take some or all of the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:

i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
ii. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing
iii. Reschedule work items to achieve concurrent accomplishment of work activities.

2.07 Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished by the City, including those provided on the Bid Form, are approximate only and are: a) for procurement related comparison purposes only, ~~and~~ b) given as a basis for the pricing and c) are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the Work at the unit prices provided in the Bid Form/or Price Proposal whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for the actual quantity of authorized, and actually performed, and/or materials furnished.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within seven (7) consecutive calendar days after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms supplied by the Contractor and approved by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum items. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor’s periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum item shall be broken down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5% of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship shall be subject to inspection, examination and testing by the City and/or Project Engineer (in addition to that required by the Specifications) any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project.

6.03 If, at any time before final acceptance of the Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

6.05 Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans and/or otherwise provided by the City is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall

control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) consecutive calendar days after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized in writing by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.

G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) consecutive calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

G. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.

H. Traffic control plan when necessary.

I. Methods of protecting surface and ground water during construction activities.

J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Contract Documents, it shall have the meaning set forth opposite each below:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread
SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
WOG	Water, Oil, Gas
WSP	Water Steam Pressure

"Federal Specification" A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, and if provided by the City, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 Deleted.

14.02 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 priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of fourteen (14) consecutive calendar days for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any

and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

15.07 Working Drawings. When required by the Contract or when ordered to do so by the City Representative, the Contractor shall prepare and submit 4 copies of the working drawings to the City Representative for review. These drawings shall be submitted sufficiently (at least 15 consecutive calendar days) in advance of the proposed use, to allow for their review, and any necessary revisions, without delay of the Project. No work covered by these working drawings shall be done until the drawings have been submitted to the City Representative for review and the City Representative's comments have been appropriately taken into account and implemented. The furnishing of the working drawings shall not serve to relieve the Contractor of any part of its responsibilities under the Contract.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality

and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 For projects involving asphalt paving, all work shall be temporarily suspended, upon direction of the City, when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and finally accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind

subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

23.02 Notwithstanding the above, the Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials furnished.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) consecutive calendar days from receipt thereof, the City shall have the right to terminate the Contract.

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

ARTICLE 27. PERMITS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance of the Project. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.

7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or other wise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. CONTRACTOR'S GENERAL WARRANTY PERIOD

34.01 The Contractor's General Warranty Period shall commence on the date of the written notice of final acceptance of the Project by the City and during such time Contractor shall guarantee his work is free from faulty materials and workmanship.

34.02 Within the Contractor's General Warranty Period, any portion of the Work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) consecutive calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) consecutive calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.03 The Payment and Performance Bonds, and Material Bond, if required, shall remain in full force and effect through the Contractor's General Warranty Period.

34.04 Deficiencies in the Work discovered after the date of the written notice of final acceptance of the Project by the City shall be deemed General Warranty Work. Such deficiencies shall be corrected by Contractor under this Article.

34.05 The Contractor shall remedy any defects due to faulty materials or workmanship within thirty (30) consecutive calendar days of receiving notice thereof by the City. Should the Contractor fail to correct the deficiency within thirty (30) consecutive calendar days, the City may perform the corrective work and Contractor shall be responsible for all reasonable costs incurred by City in performing such correction.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the City.

35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or

determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Contract Documents. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Contract Documents. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided elsewhere in the Contract Documents.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall

observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. No additional sets will be furnished ~~ined~~ by the City. Such drawings and specifications are not to be used in other work.

ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

45.01 Except to the extent prohibited by Federal or State statute, the Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

> Section 2(b) each contract for any such project covered by this section under the supervision of the State or any of its agents shall contain the following provision:
>
> > "In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are and, continuously for at least six months prior to the date hereof, have been residents of the State, and if no such person is available, then to residents of other states."

ARTICLE 46. LISTING OF EMPLOYMENT OPENING

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No, 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of all funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by all applicable section of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance of the Project by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain

control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 Except for specific work for which the City has issued a Certificate of Partial Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final acceptance of the Project by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the

winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Garden Level, (1 Jefferson Square), Waterbury, CT 06702 Phone: (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the City Representative may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at all blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

66.05 The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.

66.06 Where blasting is required subsequent to commencement of construction, insurance, as required by the City's Risk Manager shall be obtained by the Contractor, and approved by the City's Risk Manager.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be

made for this work.

69.02 Movement of construction equipment and all other vehicles and loads over and adjacent to any slotted drain pipe shall be done at the Contractor's risk. Any pipe or backfill which becomes damaged or disturbed through any cause shall be replaced or repaired as directed by the City at the expense of the Contractor and at no cost to the State. Suitable temporary crossovers consisting of steel plate or other materials approved by the City shall be employed for a minimum of 7 consecutive calendar days following concrete backfill operations in all areas where vehicular traffic must be maintained or until such time as the pipe installation will withstand loading without damage. All concrete surfaces shall receive a protective coating. End cap installation shall be as recommended by the manufacturer.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor‘s Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City’s or Project Engineer’s directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and

public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted form any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City will be affected.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City’s easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

86.02 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.

86.03 All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance of the Project by the City, whether or not the same has been covered by partial payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capaCity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance of the Project, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City
(2) Project Engineer or Inspector

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In conformance with Section 16-345 of the Regulations of the Department of Public Utility Control, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Public Utilities Regulatory Authority (PURA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The PURA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact PURA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 Except where expressly provided otherwise in the Contract Documents, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

104.01 If this Contract is federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

(c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 105 SEMI-FINAL INSPECTION / SUBSTANTIAL COMPLETION

105.1 Contractor shall notify the Project Engineer when it believes the work (or a portion thereof) is Substantially Complete and shall file with the City a written, notarized “Contractor’s Affidavit of Substantial Completion” and request a Semi-Final Inspection of the work.

105.2 Contractor, prior to requesting Semi-Final Inspection, shall complete and submit the following, listing known exceptions in its Affidavit of Substantial Completion:

i. Include supporting documentation for Substantial Completion as indicated in these Contract Documents.
ii. Advise City of outstanding permit closure requirements. Submit certificates of inspections conducted, reports, and other documentation required by local or state authorities.
iii. Where required, submit photographs, specific warranties, final certifications, and similar documents.
iv. Provide Partial Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers may be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.

105.3 Subsequent to City’s receipt of Contractor’s Affidavit of Substantial Completion, Project Engineer will either proceed with Semi-Final Inspection or advise Contractor of prerequisites not fulfilled.

105.4 Following Semi-Final Inspection, Project Engineer will either inform the City to prepare a Certificate of Substantial Completion, or advise Contractor of work that must be performed prior to issuance of said certificate, and repeat the inspection when requested and assured that the work has been substantially completed in accordance with the Contract

Documents.

105.5 Contractor's payment requisition coincident with, or first following the date claimed as Substantially Complete, shall be processed in the same manner as a partial payment requisition and shall show either 100% completion for the work claimed as Substantially Complete, and/or list incomplete items, value of incompletion, and reasons for being incomplete.

ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION

106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.

106.2 Concurrently, the Project Engineer shall prepare a list (the "punchlist") of remaining items of work to be completed and/or deficiencies to be addressed.

106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.

106.4 The City reserve the right to modify, amend and/or update the "punchlist," as it deems necessary.

ARTICLE 107. FINAL INSPECTION

107.1 Contractor shall notify the Project Engineer when it believes the Project is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.

107.2 Subsequent to receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection and/or advise Contractor of prerequisites not fulfilled.

107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:

i. Supporting documentation required by the Contract Documents not previously submitted and accepted.
ii. Discontinue and remove, as appropriate, temporary facilities and services, along with construction tools and facilities, and similar elements.
iii. Evidence of final, continuing insurance coverage complying with insurance requirements, including certificates of insurance for products and completed operations where required.
iv. Reports and forms required by Federal and/or State funding sources, as required thereby.
v. A copy of City's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Engineer.
vi. Any final documents requested by Project Engineer.
vii. If applicable, submit final liquidated damages settlement statement, acceptable to City.
viii. Photographs, specific warranties, final certifications, and similar documents.
ix. All required As-Builts, Record Drawings and Documents and Surveys, in number and formats specified.
x. Provide Final Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers shall be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
xi.

ARTICLE 108. FINAL ESTIMATE

108.01 If the Work is determined Finally Complete, a Final Estimate shall be prepared showing the total due Contractor under the Contract less the retainage held by the City. This Final Estimate shall show the final estimate of quantities. Should this estimate of quantities show a decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the Final Estimate by adding or deducting said amounts from the from the gross sum bid.

108.02 The Final Estimate shall reflect the final Contract Amount, all prior City payments to the Contractor, all adjusts to the Contract Amount, all retainage held by the City, any liquidated damage amounts, all unused amounts of any Owner Controlled Allowances and of all Cash Allowances, all adjustments for Alternates accepted/declined by the City and

final amount of any holdback(s) by the City.

108.03 All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in this Final Estimate.

ARTICLE 109. SEMI-FINAL PAYMENT

109.01 Based upon the amounts and qualities set forth in the Final Estimate, the Contractor shall submit its Semi-Final Payment Application requesting the total due under the Contract, less all retainage held by the City.

109.02 This Semi-Final Payment Application shall be certified as to its correctness by the Project Engineer and will be processed in the same manner as the partial payment requests.

ARTICLE 110. LIMITED ACCEPTANCE OF WORK

110.01 Limited Acceptance of Portion(s) of the Work shall be at City's sole discretion and shall be subsequent to issuance of City's Certificate of Substantial Completion for such work and shall relieve Contractor of responsibility for the physical aspects of said portion of the work; however such termination of responsibility for the physical aspects of the work in no way affects or diminishes any other contractual requirements governing the work so accepted, or the acceptance of the Project as whole.

ARTICLE 111. FINAL COMPLETION / CITY'S CERTIFICATE OF FINAL COMPLETION

111.01 Final Completion of the Project by the City shall occur when:

a. All deficiencies identified in its Affidavit of Final Completion have been corrected/addressed.
b. All Project work and services have been completed to the satisfaction of the City; and Semi-Final Payment has been made to the Contractor.
c. Contractor has submitted its Final Payment Application and Project Engineer has certified it as to correctness. Contractor's Final Payment Application shall be solely for release of all retainage held by the City.
d. Upon issuance to Contractor by City of City's Certificate of Final Completion**.**

111.02 Issuance of City's Certificate of Final Completion shall establish the date of Final Completion by the Contractor and shall be a prerequisite to Project Acceptance and Final Payment by the City.

ARTICLE 112 FINAL PAYMENT / PROJECT ACCEPTANCE

112.01 Subsequent to issuance of the City's Certificate of Final Completion, the City shall process Contractor's Final Payment Application, which shall be solely for release of all retainage held by the City.

112.02 Contractor's Final Payment Application shall be certified as to its correctness by the Project Engineer and shall be based on City's Certification of Contractor's Final Payment Application.

112.03 If a Certificate of Compliance is required by the Contract Documents, Final Payment shall not be released until such certificate has been issued and delivered to the City.

112.04 Subsequent to issuance of Final Payment to the Contractor, the City shall issue its written notice of its Acceptance of the Project to the Contractor.

ARTICLE 113. ACCEPTANCE OF FINAL PAYMENT

113.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of Final Payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than forty (40) consecutive calendar days after mailing of such Final Payment. Such statement shall specify the items claimed. Should the

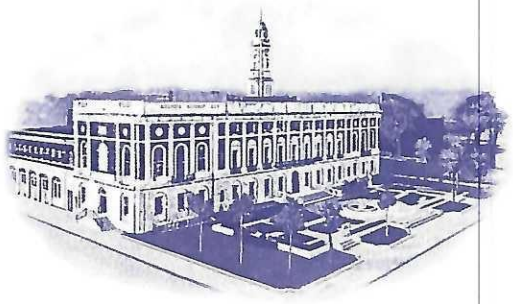
Contractor refuse to accept the Final Payment as tendered, it shall constitute a waiver of any right of interest thereon.

ARTICLE 114. 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

114.01 The Contractor, or any subcontractors working on the project, shall provide written proof that any and all employees working on the project jobsite have successfully completed the 10-Hour OSHA Construction Safety and Health Course.

END OF SECTION

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Mike Konopka, School Inspector

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for Art's Home Improvement for Patio Project at Chase Elementary School

Date: October 31, 2022

After review of the attached memo from Mike Konopka, School Inspector, detailing a touching tribute in remembrance to a well-respected teacher provided by Art's Home Improvement at no cost to the City, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

WA

Mike
Konopka

DATE: October 31, 2022

TO: Kevin McCaffery, Director of Purchasing

FROM: Mike Konopka, School Inspector

RE: Chase Elementary patio project

I would like to propose considering "Arts home improvement "owner Artan Rusi located at 24 Joanne Dr Waterbury CT, 06708 to perform patio remodel at Chase elementary school located at 40 Woodtick rd. Waterbury CT. Patio remodel would be free of any cost to the City of Waterbury or Chase elementary school and would be of remembrance of deceased school pedagogue related to the owner of "Arts Home improvement "

No Cost Sole Source waiver as per Sect 38.026 (B) (1),

From Art's Home Improvement

Contractors Invoice

TO:	WORK PERFORMED AT:
City of Waterbury - Dept of Education	40 Woodtick Rd, Waterbury, CT 06705

DATE	YOUR WORK ORDER NO.	OUR JOB NO.

DESCRIPTION OF WORK PERFORMED

- Painting railing in black
- removing tiles and dents from sidewalk
- replacing the tiles with pavers
- left side of school, in other area, adding 3/4 inch process stone and stone dust, finishing with pavers
- only responsible for work we are doing
- this project is being paid by Art's Home Improvement
- the City of Waterbury does NOT need to provide anything

Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for th
e work and was completed in a substantial workmanlike manner for the agreed sum of _____

_____ Dollars ($_____).

a ☐Partial ☐Full invoice due and payable by: _____ (Month) _____ (Day) _____ (Year)

dance with our ☐Agreement ☐Proposal No. _____ Dated _____ (Month) _____ (Day) _____ (Year)

Ms. Cherokee Dobrushkin
Corporation Counsel's Office
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Re: Chase School, 40 Woodtick Rd – Project CRT-22-510

To Whom It May Concern:

I have reviewed and approved the plans and specifications submitted by Art's Home Repair, the contractor, regarding the deck at mid-level located to the rear of the school.

The approximate size is 449 square feet with a new stone covering to replace the existing bricks and pavers.

If you have any questions, you may reach me at 203-574-6835.

Sincerely,

E. Gil Graveline

E. Gil Graveline
Building Official

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

ART'S HOME IMPROVEMENT LLC
(Name of Company, if applicable)

Artan Rusi
Signature of Individual (or Authorized Signatory)

10/26/2023
Date

Artan Rusi Owner
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

Certification

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

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

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

Artan Rusi
24 Joanne Dr
Waterbury CT, 06708

Print Name and Title of Authorized Representative:

Artan Rusi, Owner

Signature of Authorized Representative:

Date: 10/26/2023

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

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

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

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

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

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

State of CT

SS.: Waterbury LLC# Business TIN 823219179

County of New Haven

_____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ of Art's Home Improvement (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):

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

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

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

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Artan Rusi	Owner	None	N/A	5/11/1969
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	N/A				
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	N/A		
2			
3			
4			

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

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

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

	Name	Title	DOB	Stock %
1	N/A			
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	N/A				
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	N/A		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

_____
Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

CITY OF WATERBURY

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

State of CT) Waterbury

) ss LLC # Business TIN 823219179

County of New Haven)

Artan Rusi / Art's Home Improvement being duly sworn,

deposes and says that he/she is owner of Art's Home Improvement and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 2nd day of November 2023.

Koruni

(Notary Public)

My Commission Expires: 9/30/2026

Odeta Koruni
NOTARY PUBLIC
State of Connecticut
My Commission Expires 9/30/2026

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 04/01/2024**

To: **Jerry Gay- Contract Manager**
Department of Education

Subject: Tax Clearance

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

Art's Home Improvement
Artan Rusi
24 JoAnn Dr.
Waterbury, CT 06708

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

Very truly yours,

FAC/wmf

Frank A. Caruso, CCMC
Revenue Collections Manager
City of Waterbury

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

Contract Recipient or Vendor Name: Art's Home Improvement LLC

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us
Cherokee Dobrushkin cdobrushkin@waterburyct.org

Description of work to be performed: Chase Elementary patio remodel

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/20/2023

Insurance Certificate Term: 08/25/2023 – 08/25/2024

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

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes

10/20/23
Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2023

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

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

PRODUCER

StateFarm

MO KADER
1627 MERIDEN RD
WOLCOTT ,CT 06716

CONTACT NAME: MO KADER
PHONE (A/C, No, Ext): (203)528-0150 FAX (A/C, No): (203)528-0150
E-MAIL ADDRESS: MO.KADER.RFQ5@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ART'S HOME IMPROVEMENT LLC
24 JO ANNE DR
WATERBURY, Connecticut 06708

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
		y		97BSR9978	08/25/2023	08/25/2024	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		97BSS0539	08/31/2023	08/31/2024	E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF WATERBURY & BOE
235 GRAND ST
WATERBURY CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

© 1988-2015 ACORD CORPORATION. All rights reserved.

AAA Insured Since 2018

PROGRAM: AAA Select

Named Insured(s) & Mailing Address

ARTAN RUSI, JULIA RUSI
24 JO ANNE DR
WATERBURY, CT 06708-2816

Sales Rep Name & Address 500010907
ACA Club Insurance Agency, Inc./Dennis Morn
815 Farmington Ave
West Hartford, CT 06119
(800) 207-3618

POLICY PERIOD		
FROM: 11/11/22	TO: 11/11/23	TIME: 12:01 A.M.

DESCRIPTION OF VEHICLE (S) — **YOU WILL BE BILLED SEPARATELY FOR ANY BALANCE DUE.**

VEHICLE	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION	ZIP CODE
1	2020	TOYO	TUNDRA PICKUP	5TFDY5F15LX911847	06708
2	2009	LEXU	RX WAGON 4 DOOR	2T2HK31UX9C132813	06708
3	2023	TOYO	RAV4 SUV	2T3RWRFV3PW184921	06708

Insurance is provided only with respect to the following coverages for which a specific limit of liability is shown. Subject to all conditions of this policy.

COVERAGES	LIMIT OF LIABILITY	VEHICLE INFORMATION 1	DED	2	DED	3	DED
Bodily Injury	$100,000 / person $300,000 / accident	925.00		1,096.00		908.00	
Property Damage	$100,000 / accident	422.00		461.00		397.00	
Uninsured/Underinsured Motorist Bodily Injury	$100,000 / person $300,000 / accident	55.00		53.00		65.00	
Medical Payments		No Cov.		No Cov.		No Cov.	
Comprehensive (Less deductible) Safety Glass ($0 deductible)		239.00 INCL	250	56.00 INCL	1,000	227.00 INCL	250
Collision (Less deductible)		615.00	500	No Cov.		738.00	500
Special Equipment		INCL 1,500		INCL 1,500		INCL 1,500	
Rental Car Reimbursement (Up to 30 Days)	$30 / day	36.00		No Cov.		35.00	
Towing and Labor	$50 / Disablement	10.00		No Cov.		10.00	
OEM Parts		No Cov.		No Cov.		INCL	
FULL TERM PREMIUM		$2,302		$1,666		$2,380	

FULL TERM PREMIUM TOTAL: $6,348.00

TOTAL CHARGES: $3,123.00

CHANGES MADE TO: *INSURED DRIVER INFORMATION*

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY:

AAOEMCT 01 20 AA49XX 01 12 AA11CT AAAECT 01 20 AALPXX 01 12 AA52CT 01 18 AASGXX 01 12 AA47XX 01 12 AA01CT 01 14

EXCLUSIONS

There is no coverage under Part I, Part II or Part IV provided by this Policy while the following individual(s) operate a motor vehicle:
NONE

AA02CTA 01 20

SEE BACK OF THIS FORM FOR ADDITIONAL INFORMATION

Issued: 10/09/2023 10:30 AM MST

Lienholder Information: L=Lienholder A=Additional Insured/Interest C=Certificate Holder

L	1	AMERICAN EAGLE FINANCIAL CREDIT UNION	PO BOX 14330	LENEXA	KS	66285
L	3	Toyota Motor Credit Corp	PO BOX 105386	Atlanta	GA	30348

There may be other drivers listed on your policy.

EXPIRATION DATE
Nov 11, 2023

KEEP THIS COPY IN YOUR VEHICLE

VEHICLE YEAR / MAKE / MODEL
▶2005 TOYO 4RUNNER

VEHICLE ID #
JTEBU14R258038247

Signature

IMPORTANT! THIS INSURANCE IDENTIFICATION CARD IS NOT PART OF YOUR POLICY AND IS VALID ONLY WHILE YOUR POLICY IS IN FORCE AND YOUR PREMIUMS ARE PAID.
SEE REVERSE SIDE.

There may be other drivers listed on your policy.

EXPIRATION DATE
Nov 11, 2023

KEEP THIS COPY IN YOUR VEHICLE

VEHICLE YEAR / MAKE / MODEL
▶2005 TOYO 4RUNNER

VEHICLE ID #
JTEBU14R258038247

Signature

IMPORTANT! THIS INSURANCE IDENTIFICATION CARD IS NOT PART OF YOUR POLICY AND IS VALID ONLY WHILE YOUR POLICY IS IN FORCE AND YOUR PREMIUMS ARE PAID.
SEE REVERSE SIDE.

Fold line

CSAA Affinity Insurance Company / NAIC # 37087
PO Box 24551, Oakland, CA 94623-1551
800.207.3535

INSURANCE IDENTIFICATION CARD

CT Insurance Card Issued Pursuant to CT Law

NAMED INSURED
PETRINA RUSI
ARTAN RUSI

POLICY #
CTSS209921059

EFFECTIVE DATE
Nov 11, 2022

There may be other drivers listed on your policy.

EXPIRATION DATE
Nov 11, 2023

CSAA Affinity Insurance Company / NAIC # 37087
PO Box 24551, Oakland, CA 94623-1551
800.207.3535

INSURANCE IDENTIFICATION CARD

CT Insurance Card Issued Pursuant to CT Law

NAMED INSURED
PETRINA RUSI
ARTAN RUSI

POLICY #
CTSS209921059

EFFECTIVE DATE
Nov 11, 2022

There may be other drivers listed on your policy.

EXPIRATION DATE
Nov 11, 2023

KEEP THIS COPY IN YOUR VEHICLE

VEHICLE YEAR / MAKE / MODEL
▶2020 TOYO TUNDRA

VEHICLE ID #
5TFDY5F15LX911847

Signature

IMPORTANT! THIS INSURANCE IDENTIFICATION CARD IS NOT PART OF YOUR POLICY AND IS VALID ONLY WHILE YOUR POLICY IS IN FORCE AND YOUR PREMIUMS ARE PAID.
SEE REVERSE SIDE.

KEEP THIS COPY IN YOUR VEHICLE

VEHICLE YEAR / MAKE / MODEL
▶2020 TOYO TUNDRA

VEHICLE ID #
5TFDY5F15LX911847

Signature

IMPORTANT! THIS INSURANCE IDENTIFICATION CARD IS NOT PART OF YOUR POLICY AND IS VALID ONLY WHILE YOUR POLICY IS IN FORCE AND YOUR PREMIUMS ARE PAID.
SEE REVERSE SIDE.

INSURANCE IDENTIFICATION CARD

CT Insurance Card Issued Pursuant to CT Law

NAMED INSURED
PETRINA RUSI
ARTAN RUSI

POLICY #
CTSS209921059

EFFECTIVE DATE
Nov 11, 2022

There may be other drivers listed on your policy.

EXPIRATION DATE
Nov 11, 2023

KEEP THIS COPY IN YOUR VEHICLE

VEHICLE YEAR / MAKE / MODEL
▶2009 LEXU RX

VEHICLE ID #
2T2HK31U99C132813

KEEP THIS COPY IN YOUR VEHICLE

VEHICLE YEAR / MAKE / MODEL
▶2009 LEXU RX

VEHICLE ID #
2T2HK31U99C132813

WATERBURY
Public Schools
Today's Students, Tomorrow's Leaders

Mike Konopka
School Inspector

DATE: February 2, 2022

TO: Kevin McCaffery, Director of Purchasing

FROM: Mike Konopka, School Inspector

RE: Chase Elementary patio project

I would like to propose considering "Arts home improvement "owner Artan Rusi located at 24 Joanne Dr Waterbury CT, 06708 to perform patio remodel at Chase elementary school located at 40 Woodtick rd. Waterbury CT. Patio remodel would be free of any cost to the City of Waterbury or Chase elementary school and would be of remembrance of diseased school pedagogue related to the woner of "Arts Home improvement "
No Cost Sole Source waiver as per Sect 38.026 (B) (1),

From Art's Home Improvement

Contractors Invoice

To: City of Waterbury- Dept of Education

Work performed at: 40 Woodruff Ln, Waterbury, CT 06705

DESCRIPTION OF WORK PERFORMED

- Painting railing in black
- removing tiles and debris from sidewalk
- replacing the tiles with pavers
- left side of school in other area adding 3rd inch process stone and stone dust finishing with pavers
- only responsible for work we are doing
- this contract is being paid thru Art's Home Improvement
- the City of Waterbury does not need to provide anything

Total: $

Valerio is retained to do as specified, and the above work was performed in accordance with the drawings and specifications provided and was completed in a substantial workmanlike manner for the aforesaid sum of

Dollars ($)

Payment to be made as follows:

Date: Signed:



OUTDOOR
LIVING
VISA

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT

Insurance Bid Specifications Review Request Form

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

Requesting Department; **BOE/Contracts**

Requesting Department Contact: **Jerry Gay, jerry.gay@waterbury.k12.ct.us - 203-346-3989 or Mike Konopka**

Detailed description of Work/Services to be performed: Install a No Cost patio by Art's Home Improvement as attached quote under supervision, review and approval of Inspections Mike Konopka. Work performed at no cost in honor of a teacher that has recently passed away. Art's sent a COI as attached, if sufficient.

Environmental Services Included — If YES, describe: **None**

Medical Services Included — If YES, describe: **None**

Hazardous Substances — If YES, describe: **None**

Will Use of Subcontractors be Permitted? **No**

Summarize any other Special Conditions: **None**

Estimated Cost: **No Cost to Waterbury BOE**

Contract Term: **Complete by June 2023**

Insurance Coverage & Limits used for Previous Contract - If applicable: **No Prior Contract**

CITY OF WATERBURY, RISK MANAGEMENT
Insurance Bid Specifications Recommendation

Submitting Department: BOE Contracts
Contact Name: Jerry Gay & Rosh Maghfour
Project: Install patio at Chase
Date : 10/27/2022
Description of Work/Services: Install a patio at Chase
Contract Term: by June 2023

Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each $_____ each Occurrence
$_____ General Aggregate
$_____ Products/ Completed Operations Aggregate

Auto Liability: $_____Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
$_____ EL each Accident
$_____ EL Disease each Employee EL Disease
$_____ EL Policy Limits

Excess/ Umbrella Liability: $_____ each Occurrence
$_____ Aggregate

Builder's Risk/installation Floater Insurance: $_____each Occurrence OR Limits equaling
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance $_____ each Occurrence/Claim
$_____ Aggregate
There will be no exclusion for Hazardous materials, including Asbestos and Lead
No construction

Professional Liability/E&O: $_____each Wrongful Act
$_____Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. $_____each Occurrence
$_____Aggregate
(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, October 27, 2022 2:13 PM
To: Insurance Requests
Cc: Mike Konopka
Subject: FW: Patio
Attachments: Chase elem no costa waiver to Kevin.doc; chase elem COI.jpeg; chase elem pavers.jpg; chase elem planks.jpg; Scope of Work Quote - Arts Home repair.pdf; Risk Management Limits- Petrina Patio.docx; Insurance Limits Request - Patrina Patio.docx

Please see the attached request for limits for a small project that is being donated in time and materials by Art's Home Improvement to honor a teacher that has recently passed away.
Mike Konopka has approved the Scope of Work as attached.
Art's sent their COI, if it might be acceptable. Or I will request one for whatever limits you require.
The work can be accessed and performed without entering the building, and no students or staff will be in the construction zone while it is under construction.
Let us know what else you may need.
Thanks, Jerry Gay

From: Mike Konopka
Sent: Thursday, October 27, 2022 12:14 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>; Raymond J. Hayden <Raymond.Hayden@waterbury.k12.ct.us>
Cc: Rosh Maghfour <rmaghfour@waterbury.k12.ct.us>; LORI ELDRIDGE <leldridge@waterbury.k12.ct.us>
Subject: RE: Patio

Jerry
Please see if this will do

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Monday, October 16, 2023 1:50 PM
To: Insurance Requests
Cc: Mike Konopka
Subject: FW: Patio
Attachments: RM requirements on COI issues - Arts Improvement.pdf; _ART_S HOME IMPROVEMENT LLC - Updated COI Oct 2023.pdf

See attached and below for the updated Insurance for the Pedrina Patio Installation. Jerry

From: MANUELA STRUMI
Sent: Monday, October 16, 2023 1:25 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Subject: Re: Patio

9:36

X Artan Rusi Binder.pdf

AAA Insurance
underwritten by CSAA Affinity Insurance Company
PO Box 24511 Oakland, CA 94623-9865
For claims call 888.222.0086
For customer service call 800.207.3618

Pers

This Dec

AAA Insured Since 2018

Named Insured(s) & Mailing Address

ARTAN RUSI, JULIA RUSI
24 JO ANNE DR
WATERBURY, CT 06708-2816

DESCRIPTION OF VEHICLE (S)				**YOU WILL E**
VEHICLE	YEAR	MAKE	MODEL	
1	2020	TOYO	TUNDRA PICKUP	
2	2009	LEXU	RX WAGON 4 DOOR	
3	2023	TOYO	RAV4 SUV	2

Insurance is provided only with respect to the following coverages for which a specific limit

COVERAGES	**LIMIT OF LIABILITY**	
		1



Manuela Strumi
Albanian Bilingual Teacher
H.S Chase Elementary School
Waterbury Public Schools
mstrumi@waterbury.k12.ct.us
40 Woodtick Rd| Waterbury, CT 06705
O: 203-574-8188 | Ext: XXXX |

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

From: JERRY GAY
Sent: Monday, October 16, 2023 9:54:34 AM
To: MANUELA STRUMI
Cc: Mike Konopka
Subject: FW: Patio

Manuela, In reviewing I see this is for just the Commercial Liability. We will also need the Auto policy listed, either on this COI as a combined listing, or as a separate COI. Jerry

From: MANUELA STRUMI
Sent: Wednesday, October 11, 2023 8:39 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Subject: Re: Patio

Hi Jerry,
Hope all is well. I am attaching the new COI.. Thank you and let me know if anything else is needed.



Manuela Strumi
Albanian Bilingual Teacher
H.S Chase Elementary School
Waterbury Public Schools
mstrumi@waterbury.k12.ct.us
40 Woodtick Rd| Waterbury, CT 06705
O: 203-574-8188 | Ext: XXXX |

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

From: JERRY GAY
Sent: Thursday, October 5, 2023 3:35:28 PM
To: MANUELA STRUMI

Cc: Mike Konopka
Subject: RE: Patio

Manuela,
In chatting to legal, (there was a change of attorney's from when this started) They want to see an approved insurance package prior to releasing a draft contract.

So...I am attaching the COI that I have in hand which has comments in RED for the items that needed to be updated or corrected. Then commercial and WC policies will need to be updated from their Aug 2023 expiration. Note, Insurance cards can not be used as evidence of the Auto Policy.

Once I have the COI approved by Risk Management, Legal has stated they will proceed in issuing the contract for them to review & hopefully sign.

Jerry

From: MANUELA STRUMI
Sent: Tuesday, September 19, 2023 8:07 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Subject: Re: Patio

Hi Jerry,
Just following up on the last email sent last week.. Have you heard anything about the patio?
Thank you,
Manuela



Manuela Strumi
Albanian Bilingual Teacher
H.S Chase Elementary School
Waterbury Public Schools
mstrumi@waterbury.k12.ct.us
40 Woodtick Rd| Waterbury. CT 06705
O: 203-574-8188 | Ext: XXXX |

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

From: JERRY GAY
Sent: Friday, September 15, 2023 2:41:47 PM
To: MANUELA STRUMI
Cc: Mike Konopka; LORI ELDRIDGE; SONJA SELENICA
Subject: RE: Patio

Sorry for the delay...I'll have a better idea on Monday. Jerry

From: MANUELA STRUMI
Sent: Friday, September 15, 2023 2:15 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>

Cc: Mike Konopka <Mike.Konopka@waterbury.k12.ct.us>; LORI ELDRIDGE <leldridge@waterbury.k12.ct.us>; SONJA SELENICA <sselenica@waterbury.k12.ct.us>
Subject: Patio

Hi Jerry,
Hope all is well... Just wanted to know if we have any updates on the patio project? Please let us know!
Thank you and have a great weekend



Manuela Strumi
Albanian Bilingual Teacher
H.S Chase Elementary School
Waterbury Public Schools
mstrumi@waterbury.k12.ct.us
40 Woodtick Rd| Waterbury. CT 06705
O: 203-574-8188 | Ext: XXXX |

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

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #12.3

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve the Waterbury Health Department's submittal of the School-Based Health Alliance School-Based Health Center Request for Proposal (RFP) in Connecticut 2024.

DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

EXECUTIVE SUMMARY

To: Mayor Paul K. Pernerewski Jr.
City of Waterbury Board of Aldermen
City of Waterbury Board of Education

From: Aisling McGuckin, RN, MSN-MPH
Director of Health

Date: April 22, 2024

Re: Waterbury Health Department Application for School-Based Health Alliance Request for Proposal (RFP) in Connecticut 2024 to expand services at Driggs Elementary to include behavioral health and medical care

The Waterbury Health Department (WHD) respectfully requests approval to respond to the School-Based Health Alliance Request for Proposal (RFP) in Connecticut 2024 by expanding the existing mobile dental services clinic at Driggs Elementary School to include medical and behavioral health services five days a week, including after-hours and weekend services. The application is for $250,000 for two years to be utilized to fund a part-time community health worker and a part-time program coordinator position at WHD and the remainder of funds will supplement the existing contract with Community Health Centers Inc. The hope is that this infusion of funds and on-the-ground staff will help boost enrollment in services and allow for cross-promotion of the availability of school-based medical services in the community. This application is due on 5/6, which is after the next Board of Aldermen meeting. WHD intends to submit this item for review at the upcoming Board of Education meeting on 4/19/24 and approval at the Board of Aldermen meeting on 4/22/24 in contingent on approval by the Board of Education at that meeting.

Background:

The School-Based Health Alliance Request for Proposal (RFP) in Connecticut 2024 seeks proposals to provide coordinated, culturally sensitive, developmentally appropriate School-Based Health Center (SBHC) services in Connecticut. Funds have been made available through the American Rescue Plan Act (ARPA) to identify potential new and existing SBHC sites with the opportunity for expansion and to impact Connecticut

student needs. Services may include mental/behavioral health, primary care, outreach, equipment, telehealth, mobile unit, dental health care, and health promotion/education. This opportunity supports increasing access to health care including mental health and/or primary care services for the SBHC community, leading to an increase in access to services for the target population.

School-Based Health Alliance Request for Proposal (RFP) in Connecticut

The national School-Based Health Alliance (SBHA) seeks proposals to provide coordinated, culturally sensitive, developmentally appropriate School-Based Health Center (SBHC) services in ***Connecticut.*** Funds have been made available through the American Rescue Plan Act (ARPA) to identify potential new and existing SBHC sites with the opportunity for expansion and to impact Connecticut student needs. Services may include **mental/behavioral health, primary care, outreach, equipment, telehealth, mobile unit, dental health care, and health promotion/education.** This opportunity supports increasing access to health care including mental health and/or primary care services for the SBHC community, leading to an increase in access to services for the target population.

Eligibility to Submit Proposals:
To be considered for grant funding under this proposal process, applicants must:

- Address the target population: the students who attend schools where the new SBHC medical and mental health services will be located.
- Offer the following model:
- School-Based Health Center (SBHC) is a health clinic that:
- is located in, or on the grounds of, a school facility of a school district or school board or an Indian tribe or tribal organization
- is organized through school, community, and health provider relationships
- is administered by a sponsoring facility
- provides comprehensive on-site medical and/or behavioral health services to children and adolescents in accordance with State and local law, including laws relating to licensure and certification

- **Entities able to be awarded:**
- Subrecipients may include any of the following:
- hospital
- public health department
- community health center
- nonprofit health or human services agency
- school or school system
- a program administered by the Indian Health Service or the Bureau of Indian Affairs or operated by an Indian tribe or a tribal organization.
- In honor and recognition of government-to-government relationships and the moral and legal responsibility to honor Indian Nations, Tribal or Indigenous communities and representative organizations are strongly encouraged to apply. We will give additional weight to proposals:

- That are Tribal-led or with a strong Tribal or Indigenous partnership
- Serving three or more historically underserved communities or populations (with at least one identified community or population representing at least 50% of the student population)
- Or serving a rural area

Proposal identifies the following:

- Providing new or expanded SBHC medical and/or mental health services to students enrolled in the identified school. It can also include dental services, telehealth, mobile units, prevention services, or health education.
- **New SBHC services**: medical or mental health services currently do not exist in the proposed location and are being started.
- **SBHC expansion of services**: medical or mental health services currently operate in the proposed location, and the scope or hours are being expanded.

Number of Awards:
SBHA anticipates making multiple awards due to this RFP process, including partial awards. We reserve the right to eliminate the lowest-scoring proposal(s) or make awards at amounts less than that requested.

Key Dates:
FAQ Session: April 26, 2024 10:00 am EST: **Register Here**
Submission of Proposals Deadline: Friday, May 3, 2024, no later than 11:59 pm EST
Award Announcement: May 29, 2024
Contract Term: June 2024 (on execution of contract) - June 2026

Contract Management/Data Reporting:
Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, the SBHA reserves the right to request/collect other key data and metrics from providers/vendors.

Grantee Requirements:

1. Monthly group virtual call (1-1.5 hours)*
2. Three virtual training meetings per year*
3. After submission of first reporting period, schedule grantee 1:1 meeting*
4. Submit program reports in electronic format in accordance with contract

*at least one program staff member required to attend

Award Information:

Available Funding: $9,000,000
Maximum Award Amount: $250,000 per school site
Projected Number of Awards: Varied
Funds may support varied operational costs, including personnel and supplies, as well as one-time costs related to:

- Equipment purchases (including mobile units and telehealth infrastructure)
- Minor alteration and renovation necessary for increasing the number of school-based service site users.

Health centers may not use the funding to support services provided on behalf of third-party entities, including but not limited to schools or school districts.

Telehealth can be an essential tool for delivering services and resources to patients. Telehealth is defined as the use of electronic information and telecommunications technologies to support and promote, at a distance, health care, patient and professional health-related education, health administration, and public health. Technologies include video conferencing, the internet, store-and-forward imaging, streaming media, and terrestrial and wireless communications. You are encouraged to use telehealth when feasible or appropriate in your proposed service delivery plans. Additional general information on telehealth can be found at https://telehealth.hhs.gov/.

Equipment includes moveable items that are non-expendable, tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost that equals or exceeds the lesser of (a) the capitalization level established by the applicant for its financial statement purposes, or (b) $5,000. Moveable equipment can be readily shifted from place to place without requiring a change in the utilities or structural characteristics of the space. Dental chairs and radiographic equipment are considered moveable equipment. Permanently affixed equipment (e.g., heating, ventilation, air conditioning (HVAC), generators, signs in or on the existing building, and lighting) is considered fixed equipment, and it is categorized as minor alteration and renovation (not equipment).

An allowable minor alteration and renovation project must be a stand-alone project consisting of work in an existing facility required to:

- Install fixed equipment
- Modernize, improve, or reconfigure the interior arrangements or other physical characteristics of a facility
- Repair or replace the exterior envelope
- Improve accessibility such as curb cuts, ramps, or widening doorways
- Address life safety requirements

Please use the SBHC Connecticut Salary Tier provided to guide funding requests for staffing sites; if asking for higher salaries, please justify.

All funds must be spent entirely within the allotted grant period.

RFP Manager:
All communication regarding the RFP must be made through the RFP Manager at CTSBHCFunding@sbh4all.org.

Questions:
All questions must be submitted by email to the RFP Manager at CTSBHCFunding@sbh4all.org and include "CT RFP Questions - 2024" in the email's subject line by **March 28, 2024, by EOB.**

Proposal Submission:
Only proposals received through this portal will be considered:

- Submission Deadline - **May 3, 2024, no later than 11:59 pm, local time.**

Proposals must be submitted electronically through the submission form, with all documents attached.

Required attachments can be found by navigating to the Proposal Attachments and Important Documents section at the following location: **SBHA RFP In CT 2024 Info Webpage**. The RFP details additional documents to be attached. You may attach additional supporting documents, such as additional letters of support. Note, the form allows up to 10 attachments.

The following documents must be submitted in the '**File Upload**' field at the end of this form:

- Budget to detail requested funds - clearly describe items requested and identify specific items.
- Example:
- Detailed and specific - erasers, pencils, pens
- Not enough detail - office supplies
- Budget Narrative
- Work Plan
- Current Site(s) Information
- Proposed Staffing Positions
- Family and Student Satisfaction Surveys
- Marketing & Outreach Examples
- Letters of Support from school and community partners

****Submit one application per SBHC site. If applying for multiple sites, submit multiple applications.****

****THIS FORM CAN NOT BE SAVED. COMPLETE ON ANOTHER DOCUMENT, AND, WHEN COMPLETE, ADD INFORMATION TO THIS FORM****

Existing Sites

If yes, please identify existing school site(s), grades served, the total school population, the number of clients enrolled in current service types (medical, mental health, etc.), and the number of users by service type for the previous school year 2022-2023.

Required attachments can be found by navigating to the Proposal Attachments and Important Documents section of the SBHA RFP In CT 2024 Webpage.

Applicant Information

Submit one application per SBHC site. If applying for multiple sites, submit multiple applications.

Applicant Agency*

Waterbury Public

Applicant Agency Address*

185 South Main S

Applicant Website*

https://www.water

Proposed SBHC School Name*

Complete name, no abbreviations.

Driggs Elementar

SBHC name, if applicable*

Complete name, no abbreviations

Driggs Elementar

Proposed SBHC School Address*

77 Woodlawn Te

School Website*

If there is no school website, type 'N/A'.

N/A

Requested Funding Amount*

$250,000

Employer Identification Number*

VF8HWQF5HSN

The Contractor is identified as follows:*

Select all that apply.

Health Department

Primary Contact Name*

Aisling McGuckin

Primary Contact Telephone*

203 574-6780

Primary Contact Email*

amcguckin@wate

School Contact Name*

Verna Ruffin, Sup

This field is required

School Contact Telephone*

203 574-8000

School Contact Email*

vruffin@waterbury

Signatory Name*

Mayor Paul Perne

Signatory Telephone*

203-574-7272

Signatory Email*

Other Agency Contact Person(s)*

Name, Title, Telephone, and Email

Include all other key contacts for contract (finance, site coordinator, etc.).

Rosh Maghfour, Budget Manager, m

This field is required

Signature*

I certify that to the best of my knowledge and belief, the information contained in this proposal is true and correct. The applicant has the legal authority to apply for this funding, and I am authorized to submit this proposal.

DISCLAIMER: By typing your name below, you are signing this proposal electronically. You agree that your electronic signature is the legal equivalent of your physical signature on this proposal.

General Information

Have you received funding from the last Department of Public Health (DPH) School-Based Health Center grant through the SBHA?*

No

Is your proposed school listed in the PA-21-35 report?*

See report here

Yes

Does your organization/school identify as part of an Indian Nation, Tribal, or Indigenous community?*

No

Current Site(s) and Organization Information

Do you have existing SBHC site(s)?*

Yes

Wilby HS / North End MS (Medical, Behavioral Health, Dental)

Crosby HS / Wallace MS (Medical, Behavioral Health, Dental)

Driggs Elementary (Mobile dental only)

About Your Organization*

The mission of the Waterbury Health Department (WHD) is to promote healthy families, healthy neighborhoods and a healthy community by addressing social determinants of health in pursuit of health equity. In 2022 WHD assumed the contract DPH previously had with StayWell Health Center for school-based health center (SBHC) services after determining the City had no mechanism to assure quality of the services delivered. Since June 2022, the City has renovated each space and as of February 1, 2023 the SBHCs were all licensed with DPH and began enrollment. Currently, WHD subcontracts for medical, behavioral and dental services with Community Health Centers Inc. at Wilby-NEMS and Crosby-Wallace and for dental-only services at Driggs. The SBHC services fall under the oversight of Director of Clinical Services Natalie Hellerich RN, MSN. WHD has prioritized Driggs Elementary School, which was among the schools identified in the PA 21-35 Legislative Report and with input from the Waterbury Public Schools (WPS) Superintendent's office. WHD is best positioned to oversee the delivery of school-based health. WHD delivers school nursing services to the Waterbury Public Schools and other private schools in the city. WHD also has no profit-driven motive in overseeing the

provision of services; WHD stewards the funds to the subcontractor and with oversight of sub-recipient outcomes, can assure accountability.

Data and Technology Requirements

Selected sub-recipient will have an operational HER and experience with data management as a qualification for the sub-recipient contract.

Proposed NEW Scope(s) of Service

Is the proposed SBHC site a new or expanded site?*
Expanded

Will you be providing new or expanded medical services at this site?*
New

of new or expanded medical service hours*
35 / week

Will you be providing new or expanded mental health/behavioral health services at this site?*
New

of new or expanded mental health/behavioral health service hours*
35 / week

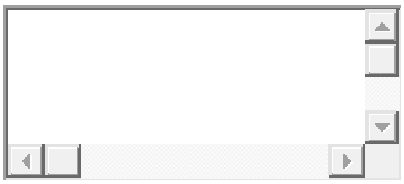
Will you be providing new or expanded dental health services at this site?*
Expanded

of new or expanded dental service hours*
35 / week

School Hours of Operation (ex. 8:00 am - 3:30 pm)*
8:00 am - 3:00 pm

Will you be purchasing or using a mobile unit to provide services?*
No

Are you requesting funding for non-staffing positions such as medical equipment or supplies?*
No



Will you be adding any new staff with these funds?*
Yes

If yes, upload the Proposed Staffing Positions document in the 'File Upload' field at the end of this form and only include new proposed staff under these funds.*

Marketing & Outreach

Do you have family satisfaction surveys?*
Select
No

Do you have student satisfaction surveys?*
Select
No

Describe marketing and outreach strategies to reach youth and families for SBHC services.*
(300 words max)

WHD will stipulate that the selected sub-recipient must have a mechanism to collect satisfaction data from the students and families. The sub-recipient will also be required to describe their capacity and plan for marketing and aggressive outreach to recruit youth and families for services. WHD will assist the sub-recipient to promote services and recruit patients through our robust social media presence, the City's and the WPS websites, promotion through radio and online media as well as by placing community health workers in each school for parent-facing activities such as PTO meetings, parent-teacher conference nights, sporting events and other school activities that draw parents. Also, WHD has the ability to recruit patients through other activities around the City including the City's summer recreational programs, Police Activity League, Office of Early Childhood and parks and recreation departments. WHD and WPS's Welcome Center are also co-located in the same building, allowing our community health worker to be consulted to enroll a student whenever they join the school district.

If available, provide examples of marketing and outreach strategies in the 'File Upload' field at the end of this form.*

See attachment

Statement of Need

List 3 community economic needs and/or health disparities.*
Must include supporting data. (300 words max)

At Driggs School 98.5% of the enrolled students have an IEP or services plan, compared to 59.3% in the Waterbury Public Schools District, according to the School Profile and Performance Report for School Year 2021-22 of the CT State Department of Education. 15.2% of students at Driggs have a disability and 66.7% of students are eligible for free or reduced meals. 14.3% of students are English Learners / Multilanguage Learners, with 61.9% of students identifying as Hispanic or Latino, 23.4% as Black or African American and 4.6% as two or more races. The 06710 zip code and 3508 census tracts are categorized as medium-high on the Centers for Disease Control and Prevention (CDC) Social Vulnerability Index. According to data from the 2020 US Census, the median household income in 2021 was well below the state average at $38,594 and 73.2% of residents in the 847 housing units are renters; 531 of the homes are 3- to 5-unit apartments with zero new homes built in this area since 1990 and 81.7% of the homes built before 1939. Driggs Elementary School itself was built in 1899.

How will your SBHC help support or address the community economic needs or health disparities discussed in the question above?*

Placing a full-service school-based health center in the community that previously had this service not only assists the school attendees and their families but also the families of children attending nearby schools. The proposed clinic space which is currently only being used for mobile dental services has an exterior door which can be accessed by students from other schools with appointments. The placement of the clinic at Driggs reinforces the investment in holistic services for a high-needs population and delivers care to a vulnerable population of residents newly-arrived from other countries and unfamiliar with the health and social services resources in the city and how to navigate them. It also serves the significant population of children with special needs at Driggs. School-based health services will allow families to be linked to medical care but also the mental health and behavioral needs which the students may present.

If mental and behavioral health services are provided, what methodologies do you employ to assess students' need for mental/behavioral health support, and how do you ensure accessible pathways for students to access these services?

(200 words max)

The school's assessment of needs for each student based on the IEP will be taken into account, but the referrals from the school nurse at Driggs will also be a valuable source of information as will referrals from teachers and support staff. The school only has an average enrollment around 450-500 children, which will allow a full-service clinic offering evening hours and weekend hours to serve the children at Driggs and surrounding schools. The current provider, CHC, offers in-school behavioral health services as well as telehealth appointments to meet students and their families where they are. WHD also works closely with area community mental and behavioral

health providers, including Family and Children's Aid, Community Mental Health Affiliates, Wellmore and the three FQHCs in town. WHD will facilitate connections to care to assure that these providers are aware of the availability of services on-site and through telehealth at the school and ensure that records are shared and care is coordinated among providers. As with medical care, the intent is not to supplant the student's mental health home, but allow for families to access services available in the school setting for the mutual benefit of parents and providers.

If providing medical services, describe the plan to target vaccine administration, including mandatory and preventative vaccines.*

(200 words max)

Vaccine administration will be a priority among school-based health services. Like other districts, Waterbury struggles to keep children up to date with vaccines. Driggs sits in the center of ten schools within a 2-mile radius that could use the SBHC: Driggs itself, Yeshiva K'tana, Kingsbury Elementary, Jonathan Reed Elementary, Enlightenment Alternative School, Waterbury Career Academy, Wilson Elementary, Waterbury Arts Magnet School, Children's Community School and Bunker Hill Elementary. Through the efforts of the network of school nurses stationed at these schools and the Community Health Worker and Program Coordinator, WHD will create a pipeline for immunization and physical exam appointments to utilize the SBHC at Driggs to its full potential. WHD also employs the Immunization Action Plan Coordinator who is responsible for oversight and support of the pediatric practices in Waterbury remaining compliant with immunizations handling and storage and conducting outreach among those families who are not up to date. This integrated system of programs within WHD will make every effort to assist families in remaining compliant with immunization schedules.

Work Plan

Attach a work plan with measurable objectives describing tasks to be performed, deliverables, equipment/ supplies, staffing, and timelines, including a project start date, in the 'File Upload' field at the end of this form. No more than two pages.*

See attachment

Financial Profile

Describe your sustainability plan detailing how services will be sustained once this grant period has ended.*

(300 words max)

Prior to WHD assuming the current contract with DPH for services at the three schools, StayWell Health Center was operating these schools with DPH funds for only two of them. CHC also operates several SBHCs in Connecticut without funding from DPH. It is clear that after the initial assistance getting the program off the ground, each of the FQHC eligible to deliver school-

based health services is well-positioned to continue their efforts independently. WHD recognizes that access to students and their families through the school system has the potential to generate significant revenue for providers through third-party billing. This is particularly true with the recent expansion of Husky to formerly ineligible children, including those who are undocumented. WHD's concern is the quality and consistency of care delivered by these providers. WHD aspires to have a strong, patient-centered model such as that in New Haven Public Schools operating in schools across Waterbury. However, to have a program of that caliber, WHD would need to have a full-time coordinator supported by funds. WHD intends to request this position in the FY 27 City's General Funds budget and has initiated discussions with Waterbury Public Schools about the potential to add the position to their budget. However, WHD will continue to seek additional funds to facilitate continued expansion of SBHCs through state and federal sources, including the positions of School Based Health Coordinator and Community Health Worker.

Describe your plan for billing public and private insurance, including third-party reimbursement, policies and procedures that minimize or eliminate co-pays, and plan for investing reimbursements in the SBHC program.*
(300 words max)

CHC currently has an electronic platform for billing public and private insurance and reinvests reimbursements in the SBHC program. WHD will assure that co-pays collected from students are minimal or non-existent as a condition of the contract amendment to expand these services and will collect data on this as part of the quality assurance role of the Program Coordinator. The staff required to conduct billing will be built into CHC's staffing plan.

Do you bill the patient/family's insurance for SBHC services?*
Select
Yes

Do you charge the patient/family a co-pay for an SBHC visit?*
Select
Yes

Do you collect a co-pay from the patient/family for an SBHC visit?*
Select
Yes

Budget Requirements - Budget and Budget Narrative

Provide a budget attachment detailing salaries and costs of other expenses anticipated in your proposal in the 'File Upload' field at the end of this form.*
Be clear and specific. Expense line items can include, but are not limited to, start-up costs, in-kind contributions, marketing, resources, and equipment, if applicable. Please provide the requested attachment in an **Excel document**.

Example:

- Detailed and specific - erasers, pencils, pens
- Not enough detail - office supplies

Connecting With The Community

Describe up to 3 community partners that you can connect with and how you can work together to serve the SBHC students.*

(300 words max)

WHD works closely across City departments, including Police Activity League, Waterbury Parks and Recreation, Waterbury Public Library and Waterbury Youth Services. WHD intends to conduct outreach activities in collaboration with these organizations throughout the summer and during back-to-school events in the fall to ensure enrollment is maximized and the community is aware of the new site at Driggs and ready to access it. Secondly, WHD is the school nurse provider for Waterbury Public Schools (WPS) and manages the contract with CHC for the existing SBHCs. By having this close collaboration and physical presence at every school in the city WHD can ensure that school nurses, school social workers, and other public school staff to make referrals to the Driggs SBHC. WHD will also work with the after-school and behavioral health programs that are stationed at each school to make sure they are aware of Driggs SBHC and are comfortable making referrals. WHD currently collaborates with the parent liaisons in each schools to promote the SBHCs and with the staffing increase will be able to attend Parent-Teacher Organization meetings in the schools and Board of Education meetings to better promote the availability of services. Finally WHD is poised to work with non-profit partners in the city, specifically youth-serving organizations such as YMCA, Team Inc. Head Start, Optimus Health's WIC program and Bridge to Success and to collaboratively increase awareness of the availability of services and set up enrollment tables with CHC's enrollment specialist at events throughout the summer and fall.

Provide Letters of Support from community partners in the 'File Upload' field at the end of this form.*

A Letter of Support is required from each community partner listed above. Type 'See attachment' here.

Attachments

Please note, this form allows for up to 10 attachments to be uploaded. If needed, combine documents into one attachment.

[Attached is Community Health Center's letter of support. Working on letters of support from Bridge to Success, YMCA, Team Inc., Optimus Health WIC, Waterbury Public Schools)

Documents to be attached include:

- Budget
- Work Plan
- Proposed Staffing Positions
- Current Site Information
- Family and Student Satisfaction Surveys
- Marketing & Outreach Examples
- Letters of Support from school and community partners

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #12.4

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve the Terms of Agreement with Laurasia Institution, at no cost, for the Japanese Language Education Assistant Program (J-LEAP) for Maloney Magnet School, subject to non-substantive changes by Corporation Counsel.

WATERBURY
PUBLIC SCHOOLS

Joseph H. Johnson PhD
Assistant Superintendent of Schools
Waterbury Public Schools
236 Grand St.
Waterbury, CT 06702
(203) 755-3626
joseph.johnson@waterbury.k12.ct.us

Date: April 23, 2024

To: Board of Alderman Members
Board of Education Members

Re: Board Approval – Maloney Magnet contract with J-LEAP (Japanese Language Education Assistant Program) and the Laurasian Institute

Maloney Magnet School respectfully requests your approval of the two-year contract with J-LEAP and the Laurasian Institute at no cost.

The purpose of this program is to strengthen the Japanese language program as well as create opportunities to nurture qualified teachers of Japanese language. J-LEAP achieves these goals by creating team-teaching pairs made up of our Japanese language teacher with a native Japanese Assistant Teacher. By participating, our Maloney Japanese teachers can develop engaging programs around Japanese language and culture.

Bringing an Assistant Teacher into the classroom gives students the opportunity to hear and learn authentic Japanese language from a different Japanese speaker, and to be exposed to authentic communication between the Japanese language teacher and the Assistant Teacher. The community gains an Assistant Teacher who engages in cultural events, and the lead teacher receives professional support from specialists throughout the program.

This is subject to non-substantive changes by Corporation counsel.

Sincerely,

Dr. Joseph H. Johnson
Assistant Superintendent of Schools

Terms of Agreement
Between
City of Waterbury
And
Laurasia Institution

This Terms of Agreement (this "TOA"), between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City" or "Host Organization") and Laurasia Institution, a non-profit organization with an address at 107 Spring St., Seattle, Washington 98104 ("Laurasian"), governs the Japan to America assistantships program, formally known as the Japanese Language Education Assistant Program ("J-LEAP"), for the School Years 2024-2025 and 2025-2026 (each, a "School Year").

WHEREAS (as to Conditions), The J-LEAP site is selected for a two School Year term. This TOA is for the 2024-2025 School Year (sometimes referred to herein as the "First Year"). Upon the mutual agreement of the Parties, the TOA shall be executed in the Spring of 2025 for the 2025-2026 School Year. The success of J -LEAP necessitates that the AT and Host Organization fully engage in meeting the purposes outlined in this TOA. The inability to be fully engaged may result in the JF and Laurasian program administrators removing the AT from the program and sending him/her back to Japan. Similarly, if the Host Organization (in conjunction with a designated lead teacher, Ms. Kazumi Yamashita-Iverson, from the City's Department of Education, hereinafter "LT") are no longer able to fulfill the original intention of their application to J-LEAP or if the LT does not engage the AT in a team-teaching experience, the AT may be removed from the host site without replacement.

WHEREAS (as to Purpose), J-LEAP was designed through a partnership of JF and Laurasian for the purpose of serving the needs of U.S. K-12 educational institutions and agencies seeking to strengthen their Japanese language programs as well as creating opportunities to nurture a new generation of qualified teachers of Japanese language. J-LEAP seeks to achieve these goals by creating team-teaching pairs made up of the local Japanese language teacher with a young, native Japanese AT. By participating, Host Organizations can provide further assistance to their teachers of Japanese language with the intention of developing even stronger programs and classes and promoting international exchange between the United States and Japan. JF and Laurasian program administrators select prospective J-LEAP opportunities based on the qualities and qualifications of such sites and education systems to fulfill these program goals.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

Responsibilities of Laurasian and JF:

1. JF and Laurasian are responsible for the testing, interviewing, and selection of Japanese ATs and U.S. Host Organizations; assigning ATs to their host sites; providing Arrival, Follow-up, and In-service training in cross-cultural and academic topics; and distributing stipends and other financial resources. Although Laurasian will be the main contact for both ATs and Host Organizations in the U.S., both Laurasian and JF are actively involved in the day-to-day operations of the program by monitoring participants' progress and providing information, suggestions, and troubleshooting as needed. Laurasian and JF jointly conduct a site visit in the late fall during the first year of the program to ensure that all parties understand each other and J-LEAP policies.

2. JF funds the program and conducts evaluations of the program.

3. Laurasian is responsible for ensuring that all ATs comply with U.S. State Department J-1 visa regulations.

4. Participants are required to keep JF and Laurasian informed of any proposed changes in current or future US plans that differ from the program authorized in this document.

5. Provide a host family stipend of $500/month will be provided to the AT to give to the host family to defray the cost of utilities, use of household items, and food that the host family normally eats.

6. JF and Laurasian will cover lodging for ~6 nights depending on flights to/from Seattle Tacoma International Airport, meals during Arrival Training (as hereinafter defined) and reimbursement up to $650 of the LT's transportation expenses—flights, ground transport, etc. (If reimbursement over $650 is necessary, JF and Laurasian will make every effort to reimburse over $650 as long as funds are available).

Participation in J-LEAP entitles the Host Organization to the following:

1. A J-LEAP (native-speaker of Japanese) AT who offers skills useful to the Host Organization will be placed with the site from the summer of 2024 to the end of the 2024-2025 School Year. A renewal TOA will be executed in Spring 2025 if all Parties mutually agree to continue into the following School Year 2025-2026, ending in 2026.

2. A $1,000 material stipend will be disbursed at Arrival Training (as hereinafter defined). This stipend will be used by the AT, with the LT's approval, on materials to benefit the teaching activities of the Host Organization. Once this $1,000 has been spent on materials, the Host Organization agrees to cover expenses beyond this $1,000 should it choose to make additional purchases. In the event the term is renewed, as set forth herein, an additional $1,000 will be distributed at the beginning of the 2025-2026 School Year.

3. Professional development in the area of mentoring and learning team teaching skills for the Lead Teacher. Travel, lodging, and meals during training are covered by J-LEAP.

4. Salary, housing costs, and car-related stipends for the AT are covered by J-LEAP.

5. There are, in principle, no financial responsibilities on the part of the Host Organization.

Participation in J-LEAP entails the following responsibilities and support from the Host Organization and LT:

1. Sign this agreement, acknowledging and agreeing to the terms and conditions herein.

2. Affirm that the LT seeks to improve or develop his/her teaching skills as a Japanese teacher and is open to new ideas; eager to team teach and prepare lessons accordingly; and interested in mentoring.

3. Support the AT with professional matters at work and assist him/her to adjust to the community. Find someone to help AT with "settling in" issues (e.g., purchase of car and car insurance).

4. Make all reasonable efforts to provide a clean, safe living arrangement with a host family that *includes* utilities and use of household items for the AT through November 30, 2024. The AT will cover personal expenses (e.g., eating out with friends and cellphone expenses). After November 30, 2024, the AT and host family may continue the homestay experience if mutually agreeable; if the AT prefers other living arrangements, such arrangements are the responsibility of the AT.

5. Provide a working space in the classroom or department office and a parking space at no cost.

6. Participate in an **online orientation session scheduled for April 12, 2024**. The Parties hereby acknowledge that the LT participated in said orientation.

7. Participate in **J-LEAP Arrival Training, scheduled for July 10 - July 15, 2024,** in- person

near Seattle, Washington.

8. Provided the program is renewed for the second School Year, participate in **J-LEAP In-service Training scheduled for July 2025,** in-person near Seattle, Washington. JF and Laurasian will cover all cost associated with and provide further detail prior to the end of the 2024-2025 School Year.

9. Cover any non-travel costs incurred, specifically limited to direct classroom responsibilities only, in order to support the LT's attendance at J -LEAP training sessions (e.g., pay for a substitute teacher).

10. Provide regular guidance, advice, and feedback to the AT with respect to his/her work and professional social interactions.

11. The LT must work directly with the AT, during AT's working hours at a capacity and to the degree deemed necessary by the LT in her sole discretion.

12. Assign an assistant position to the AT. Responsibilities of the AT include: learning how to team-teach, working with students, creating teaching materials, grading (only homework, tests, and quizzes), and planning cultural enrichment activities. The AT's expected work hours are to be set in compliance with school regulations for teachers. Host organizations should be aware that, in principle, the AT is not to work overtime on a regular basis.

13. The Host Organization will strongly consider continuing the Japanese language program beyond the AT's two-year term.

14. Communicate three times per year with Laurasian (who will forward a report to JF) by written "Trimester Reports" and as needed with respect to the site's program and the AT's progress.

15. Submit videos showing progress of team-teaching, at such submission intervals to be decided by the LT in her sole discretion.

16. Upon mutual agreement, in writing, among the Parties to renew this Agreement for the Second School Year, be available to coach/mentor subsequent Lead Teachers when appropriate. After completing a term as a J-LEAP host and if agreed as noted in Paragraph 13 above, JF/Laurasian may also request LTs (at such LTs sole discretion and consent) to speak to others considering J-LEAP or join in J-LEAP training meetings.

17. Be amenable to writing articles for JF publications and website, as may be requested (upon the LT's agreement and in the sole discretion of the City. For the avoidance of doubt, JF and Laurasian each hereby agree it shall not use the logo, emblem or other identifying mark/material of the City, Board of Education of Waterbury or other similar governmental entities of the City without the duly authorized written consent of the City.

Additional Conditions

1. **Term.** The AT contract is for a one-year term, renewable (upon mutually agreement between the Parties hereto) one time for an additional year and maximum term of two years. The AT will work at the Host Organization from the summer of 2024 until the end of the 2024-2025 School Year, unless renewed as provided in the prior sentence (no later than two weeks after the last day of school of the 2024-2025 school year).

2. Participating schools and districts, under contract with Laurasian, serve as Host Organizations. ATs can only be assigned to teach K-12 students in accredited primary or secondary schools.

3. As native Japanese, the AT's strengths and expertise are in language teaching. He/she is most qualified to assist Japanese language and culture classes, but may also serve as cultural resources to support other subjects such as social studies, art, music, international studies, etc.

4. The AT is eligible for all holidays observed by the Host Organization. AT's vacation and emergency leave

need to be approved by the City, Laurasian and JF.

5. No AT shall teach as a primary teacher or teach alone in classroom without a qualified Japanese language teacher present.

6. **Use of City Property.** AT shall have access to such areas of City property as the City, the LT and Laurasian agree are necessary for the performance of functions pursuant to J-LEAP and this Agreement and at such times as the City and/or LT may agree and direct in their sole discretion.

7. **Insurance Requirements.**

    a. Laurasian and JF shall advise each AT that unless the AT has health insurance satisfactory to the City, either provided through Laurasian/JF or by other means, the AT may not be eligible to participate in J-LEAP with the City. With the consent of each AT, Laurasian and/or JF shall provide the AT's health insurance information when submitting the potential AT for review by the City.

    b. No AT shall commence work under this Contract until all insurance required under this Section or as otherwise approved by the City, has been obtained by the AT or Laurasian/JF and such insurance has been approved by the City.

    c. At no additional cost to the City, Laurasian/JF 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 each AT's or Laurasian/JF's obligations under this TOA, whether such obligations are the AT's or Laurasian/JF's or person or entity directly or indirectly employed by the same, or by any person or entity for whose acts the same or subcontractor thereof may be liable.

    d. Each insurance policy shall state that the insurance company shall 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.

    e. The following policies with stated limits shall be maintained by Laurasian, on behalf of JF and AT, as indicated below, in full force and effect, at all times during which the services are to be performed by this TOA:

        i. **General Liability Insurance:** $1,000,000.00 per Occurrence, $2,000,000.00 Aggregate, $2,000,000.00 Products/Completed Operations Aggregate

        ii. **Excess/Umbrella Liability:** $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

        iii. **Professional Liability/E&O:** $1,000,000.00 each Wrongful Act and $1,000,000.00 Aggregate.

        iv. **Abuse/Molestation Liability:** $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

    f. **Failure to Maintain Insurance:** It shall be a material breach of this Agreement if Laurasian/JF fails to maintain the minimum required coverage as set forth herein.

    g. **Cancellation:** The City shall receive written notice of cancellation from JF and Laurasian or AT at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

    h. **Certificates of Insurance:** Laurasian/JF's General, Excess/Umbrella and Abuse/Molestation Liability Insurance policies shall be endorsed to add the City 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 AT or Laurasian/JF'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 or prior to execution of this TOA, Laurasian and/or the AT 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 Board of Education are listed as Additional Insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** Laurasian and/or the AT 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 reason 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.

i. No later than thirty (30) calendar days after the AT or Laurasian/JF's receipt, AT or Laurasian/JF shall deliver to the City a copy of the said insurance policies, endorsements, and riders.

8. **Indemnification.** Each of Laurasian and JF, jointly and severally, agrees to indemnify and hold harmless the City and Board of Education, each of their officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the performace of this Agreement and/or the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the AT and/or Laurasian/JF's obligations under this Agreement, by the negligent acts, errors or omissions of AT or Laurasian/JF or anyone for whom either is legally responsible.

9. **Notice.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or Laurasian at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To Laurasian: _____
_____
_____
Attn.: Gabriel Rebeck, Japan Programs Manager

To the City: City of Waterbury
c/o Human Resources
236 Grand Street
Waterbury, CT 06702

With copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, Connecticut 06702

10. **FERPA.** If any AT shall come into possession of education records of City of Waterbury student, as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99), such individual or personnel shall comply with the requirements of said statute and regulations and agree to use information obtained regarding student education records only for the purposes provided in this TOA. Without the prior written consent of the student, as required by FERPA, additionally such individual or personnel have no authority to make any other disclosures of any information from the education from education records.

11. **Criminal Background Checks.** Each of Laurasian and JF, jointly and severally, represents and warrants that it and AT(s) who may have been assigned to perform services set forth in this TOA have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health and have not been convicted of a crime and have no criminal investigation pending in any country. Waterbury shall rely upon these representations.

12. **City of Waterbury, Ethics Code of Ordinance.**

    a. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

    b. Prohibition against Gratuities and Kickbacks. No person shall offer, give, or agree to 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 of the following pertaining to any program requirement or a contract or purchase order, or to any solicitation.

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

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

    e. Prohibition against Contingency Fees. Laurasian and JF, jointly and severally, each 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.

13. **Compensation.** The Parties agree that there will be no compensation made to Laurasian, JF, or to employees or agents of either from the City for the performance of any of the services set forth herein.

14. **Non-Appropriation.** If government (city, state or federal) appropriations are necessary for the execution of this TOA, the Parties acknowledge that they are bound by fiscal limitations and cannot obligate funds without legal authority. Hence, each Party's obligation to execute this TOA or to make payments under this TOA is ***contingent*** upon the availability of sufficient government appropriated funds for the purpose of any provision herein during the budget/fiscal years for which this TOA is in effect. If appropriated funds are insufficient for execution, any Party may terminate this TOA upon notice in writing.

15. **Independent Contractor Relationship.** The relationship between the Waterbury and each AT, the Laurasian and JF personnel is that of an independent service contractor. No agent, employee, or servant of the Laurasian or JF shall be deemed to be an employee, agent, or servant of the City. Laurasian or JF and/or its employees 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. Laurasian or JF shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants or representatives.

(Remainder of page intentionally blank; Signature page follows)

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates indicated below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor
City of Waterbury

Date: _____

WITNESSES:

_____

_____

LAURASIAN INSTITUTION

By: _____
Gabriel Rebeck, Japan Programs Manager
Laurasian Institution

Date: _____

Acknowledged and Agreed By:

THE JAPAN FOUNDATION

By: _____

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.1

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to adopt the 2024 Educator Evaluation and Support Plan and the 2024 Leader Evaluation and Support Plan.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #13.2

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education Career and Technical Education (CTE) Secondary Supplemental Enhancement Grant 2024.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #13.3

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with eDynamic Holdings LP for Gaming Software Curriculum for a three-year period.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #13.4

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve transfers in the 2023/24 General Fund Budget totaling $2,800,000.00 as follows:

FROM:

Accounting Unit	Account	Activity	Description	Amount
81310001	511102		Hopeville - Teachers	($250,000)

TO:

87510302	533000		Curriculum Instruction - Professional Services	$250,000

Transfer is needed to cover cost of substitute teacher placements from our outside vendor ESS.

FROM:

Accounting Unit	Account	Activity	Description	Amount
83410001	511102		WAMS - Teachers	($950,000)
83010001	511102		Rotella - Teachers	($900,000)
81510001	511102		Maloney - Teachers	($700,000)

TO:

88510001	556055		Special Education - Tuition Outside	$1,500,000
88510001	556056		Special Education - Purchased Services	$300,000
89510007	551000		Transportation - Pupil Services (Special Ed)	$750,000

Transfer is needed to cover cost of Special Ed Tuition, Special Services & Transportation for an increase in Special Ed students being placed in Outside Activities.

TOTAL	**$2,800,000**	**($2,800,000)**

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #13.5

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

GROUP	FACILITIES AND DATES/TIMES
I. Curley-Colon	Gilmartin café: Thursday, April 25, 3:00pm – 8:00pm (Family Bingo Night)
A. Polanco	Wallace café: Monday, April 29, 4:30pm – 6:30pm (Math Night/ Bingo Night)
W. Johns	North End MS: 33 classrooms, July 8 – August 2, Monday – Friday, 8:30am – 12:30pm W. Cross: 25 classrooms, July 8 – August 2, Monday – Thursday, 8:30am – 12:30pm Generali: 12 classrooms, July 8 – August 2, Monday – Friday, 8:30am – 12:30pm (extended school year for Special Education students)
D. Bakewell	Maloney gym: Friday, May 3, 3:30pm – 8:00pm (Multicultural dinner celebration)
M. Depaiva	WAMS atrium: Saturday, April 6, 12:30pm – 5:00pm (JDNM/Escape Alive Self Defense Class)
Adult Education A. Musto	West Side auditorium: Thursday, June 6, 5:30pm – 8:00pm, (rehearsal) & Friday, June 7, 6:00pm – 9:00pm, (Graduation Ceremony)
R. Pastore	Career Academy gym: Tuesday, April 30, 2:00pm – 8:00pm, (rehearsal) & Thursday, May 2, 2:00pm – 8:00pm, (Talent Show)
Dr. Baker	Wilby café & gym: Tuesday, April 9, 5:00pm – 9:00pm (Family Fun Night) Wilby café: Thursday, May 30, 5:00pm – 8:00pm (School Dance)
I. Alves	WAMS café: Monday, May 6, 5:00pm – 7:00 pm (STEM Night)
*LTC. J. Adams	Crosby gym: Friday, May 17, 7:20 am – 1:30 pm (Blood Drive) Crosby café: Thursday, May 30, 2:00pm – 8:00pm (JROTC Awards Banquet)
*E. Ellington	Gilmartin café: Tuesday, May 7, 5:00 - 7:00 pm (Family Literacy Night)
*M. Grove	Crosby aud.: Wednesday, May 1, 5:00 pm – 9:00 pm (Family Movie Night)
*N. Cuevas	Walsh gym & café: Wednesday, April 24, 3:30 – 5:00 pm (Clothes give-away for Walsh families)
*J. Mulhern	Tinker gym: Monday, May 13, 5:00 – 7:00 pm (Family Reading/Bingo Night)
*V. Balsamo	Wallace media center & Academy's math classroom: Thurs., Aug. 22 (Professional Development)
*Z. Lehtinen	West Side aud.: Thursday, May 16, 5:00 – 7:00 pm (movie night)
*M. Rocco	W. Cross gym & café: Thursday, May 16th 4:00 – 8:00 pm (Multi Cultural Night) W. Cross gym & café: Wednesday, May 29th 5:00 – 8:00 pm (8th Grade Awards Night) W. Cross café: Friday, June 7th 5:00 – 9:30 pm (8th Grade Semi Formal)
*N. Graham	International Sch. Gym/café: Wed., May 1st 2:30 – 6:30 pm (Bingo Night)

Mark

SCHOOL PERSONNEL USE ONLY

DATE: 3/21/24

TO: SCHOOL BUSINESS OFFICE

FROM: Gilmartin

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

NAME OF SCHOOL REQUESTED: Gilmartin Elementary School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Thursday, April 25th, 2024

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

FOR THE FOLLOWING PURPOSES:

Bingo Night for family engagement

Laura Curley-Colón
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.

1400

SCHOOL PERSONNEL USE ONLY

DATE: 3/20/24

TO: SCHOOL BUSINESS OFFICE

FROM: Anabel Polanco-Parent Liaison

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

NAME OF SCHOOL REQUESTED: Wallace Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: April 29-2024

FROM: 4:30 am/pm TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

Math Night - Bingo Night

Anabel Polanco
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: 3-11-24

TO: SCHOOL BUSINESS OFFICE

FROM: Special Education
Wendy Johns

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

NAME OF SCHOOL REQUESTED: North End Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ■ Café/Rooms

DATES REQUESTED: July 8th-August 2nd, 2024 (5 days a week)

FROM: 8:30 am am/pm TO: 12:30 pm am/pm

FOR THE FOLLOWING PURPOSES:
Extended school year classrooms for special education students - 33 classrooms

Wendy Johns
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: 3-11-24

TO: SCHOOL BUSINESS OFFICE

FROM: Special Education
Wendy Johns

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

NAME OF SCHOOL REQUESTED: Wendell Cross

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ■ Café/Rooms

DATES REQUESTED: July 8th-August 2nd, 2024 (4 days a week)

FROM: 8:30 am am/pm TO: 12:30 pm am/pm

FOR THE FOLLOWING PURPOSES:
Extended school year classrooms for special education students – 25 classrooms

Wendy Johns
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.

York

SCHOOL PERSONNEL USE ONLY

DATE: 3-11-24

TO: SCHOOL BUSINESS OFFICE

FROM: Special Education
Wendy Johns

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

NAME OF SCHOOL REQUESTED: Generali Elementary

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ■ Café/Rooms

DATES REQUESTED: July 8th-August 2nd, 2024 (5 days a week)

FROM: 8:30 am am/pm TO: 12:30 pm am/pm

FOR THE FOLLOWING PURPOSES:

Extended school year classrooms for special education students – students with Autism
12 classrooms

Wendy Johns
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: 4-3-24

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakwell

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 3, 2024

FROM: 4:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Multicultural Dinner

Diane Bakwell
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.

Took

SCHOOL PERSONNEL USE ONLY

DATE: 3/21/24

TO: SCHOOL BUSINESS OFFICE

FROM: Molly Depaiva

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

NAME OF SCHOOL REQUESTED: WAMS

☒ Atrium 50 chairs 1 table (8' ft table) in Lobby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Saturday 4/6/24

FROM: 12:30 am/(pm) TO: 5:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

JDNM/Escape Alive Self-Defense Class

Molly Depaiva
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.

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 3-12-24

TO: SCHOOL BUSINESS OFFICE

FROM: Wtby. Adult Educ
Antonio Musto

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: West Side

☑ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: June 6 - Rehearsal 5:30 - 8pm
June 7 - Graduation 6pm - 9pm

FROM _____ am/pm TO _____ am/pm

FOR THE FOLLOWING PURPOSES:

Adult Education Graduation Ceremony

A.M
APPLICANT

/gm

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.

SCHOOL PERSONNEL USE ONLY

DATE: March 28, 2004

TO: SCHOOL BUSINESS OFFICE

FROM: RICHARD PASTORE

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: April 30, May 2

FROM: 2 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

4/30 ① TALENT SHOW REHEARSAL

5/2 Talent show

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: 3/1/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Wilby / Ms. Taft

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 4-9-2024

FROM: 5 am/pm TO: 9 am/pm

FOR THE FOLLOWING PURPOSES:

Family Fun night

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.

Rydell

SCHOOL PERSONNEL USE ONLY

DATE: 4/1/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Wilby

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 30, 2024

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Dance

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: 3/26/24

TO: SCHOOL BUSINESS OFFICE

FROM: Isa Alves - PL - WAMS

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 6, 2024

FROM: 5^00 am/pm TO: 7^00 am/pm

FOR THE FOLLOWING PURPOSES:

Parent Liaison event: STEM Night

Isa Alves
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: 4/8/24

TO: SCHOOL BUSINESS OFFICE

FROM: CROSBY ARMY JROTC
LTC JEFFREY ADAMS

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: Friday 5/17/24

FROM: 7:20 (am)/pm TO: 1:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

JROTC RED CROSS BLOOD DRIVE

LTC Jeffrey Adams
APPLICANT
JROTC
Crosby High School

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: 4/8/24

TO: SCHOOL BUSINESS OFFICE

FROM: CROSBY ARMY JROTC
LTC JEFFREY ADAMS

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: Thursday 5/30/24

FROM: 2:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

JROTC AWARDS BANQUET

LTC Jeffrey Adams
SAI, JROTC
APPLICANT
Crosby High School

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: 4/8/24

TO: SCHOOL BUSINESS OFFICE

FROM: Erin Ellington/Gilmartin School

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

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Tuesday, May 7, 2024

FROM: 5 am/(pm) TO: 7 am/(pm)

FOR THE FOLLOWING PURPOSES:

Gilmartin Family Literacy Night

Erin Ellington
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: 4/9/24

TO: SCHOOL BUSINESS OFFICE

FROM: Melinda Grove, Academic Academy Supervisor

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

NAME OF SCHOOL REQUESTED: Crosby

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Wednesday, May 1

FROM: 5:00pm am/pm TO: 9:00pm am/pm

FOR THE FOLLOWING PURPOSES:

Family movie night

Melinda Grove

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\cloudconvert\server\files\tasks\8eda32a3-f4bd-4063-ad77-544d2bfe0e0c-22a715e9-2f45-4a5f-a3ee-25474849d91b\input.doc

SCHOOL PERSONNEL USE ONLY

DATE: 4-9-24

TO: SCHOOL BUSINESS OFFICE

FROM: Nicole Cuevas (Parent Liaison)

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

NAME OF SCHOOL REQUESTED: walsh school

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: April 24, 2024

FROM: 3:30 am/(pm) TO: 5:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

clothes Giveaway for walsh families.

Nicole
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: 4/3/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Tinker - Jacqueline Mulhern

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

NAME OF SCHOOL REQUESTED: Tinker

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday May 13th

FROM: 5 am/(pm) TO: 7 am/(pm)

FOR THE FOLLOWING PURPOSES:

Family Reading/Bingo Night

Jacqueline Mulhern
APPLICANT

Mulhern

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: 4-9-24

TO: SCHOOL BUSINESS OFFICE

FROM: Wallace

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Media Center & Academy's Math Classroom

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Thursday, August 22, 2024

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

FOR THE FOLLOWING PURPOSES:

Professional Development

V. Balsamo
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 police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

Took

DATE: 4-11-24

TO: SCHOOL BUSINESS OFFICE

FROM: Zack Lehtinen

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: West Side

☑ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Thursday May 16th

FROM 5:00 am/(pm) TO 7:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Movie Night

APPLICANT ZL

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.

SCHOOL PERSONNEL USE ONLY

DATE: 4/12/24

TO: SCHOOL BUSINESS OFFICE

FROM: M. Rocco

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

NAME OF SCHOOL REQUESTED: W. Cross

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Thurs. May 16, 2024

FROM: 4:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Multi Cultural Night

Marco Rocco
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: 4-12-24

TO: SCHOOL BUSINESS OFFICE

FROM: M Rocca

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

NAME OF SCHOOL REQUESTED: W. Cross

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Wed., May 29, 2024

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

6th Grade Awards Night

M Rocca
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: 4-12-24

TO: SCHOOL BUSINESS OFFICE

FROM: M. Ross

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

NAME OF SCHOOL REQUESTED: W. Ross

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Friday, June 7, 2024

FROM: 5:00 am/pm TO: 9:30 am/pm

FOR THE FOLLOWING PURPOSES:

6th Grade Semi Formal

M. Ross
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: 4/17/24

TO: SCHOOL BUSINESS OFFICE

FROM: Boost Site Coordinator Nadia French-Graham

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

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ■ Gymnasium ☐ Swimming Pool ■ Café/Rooms

DATES REQUESTED: 5/1/24

FROM: 2:30 PM am/pm TO: 6:30 PM am/pm

FOR THE FOLLOWING PURPOSES:

I am writing to request the use of the facilities at Roberto Clemente International Dual Language School for an upcoming community event.

As the Boost Site Coordinator working for Waterbury Bridge to Success, I am excited to announce that we will be hosting a Bingo Night event at Roberto Clemente School. Our aim is to create a fun and inclusive gathering for families and community members to come together and enjoy an evening of entertainment and camaraderie.

Roberto Clemente School provides an ideal venue for our event due to its central location and spacious facilities, which can accommodate the diverse needs of our participants. Additionally, as a Boost Site Coordinator, I am committed to fostering positive relationships within the community and promoting engagement with educational initiatives.

I assure you that we will adhere to all policies and guidelines outlined in the building use form and take utmost care in ensuring the safety and cleanliness of the premises before, during, and after the event.

Nadia French-Graham
APPLICANT

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #13.6

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

GROUP	**FACILITIES AND DATES/TIMES**	
Heart & Sole Dance Studio J. Medina	Rotella auditorium & room: June 19, 4:00pm –10:00pm, (rehearsal) June 21, 7:00pm – 9:00pm & June 22, 1:00pm – 5:00pm, (performances)	
*Sunshine Dance Center	Kennedy aud., café, music rm.: Fri., May 31, 6 - 9 pm; Sat., June 1 10am – 5:30pm, and Sun., June 2, 12pm – 5:30pm (Dance recital)	
REQUESTING WAIVERS:		
A. Ireland Leadership Univ. Inc.	Crosby gym: June 17 – 20 & June 24 – 27, 9:00am – 3:00pm & July 1, 10am – 1pm, (Community Basketball Camp)	($2,520.)
*A. Ireland Leadership Univ. Inc.	Gilmartin gym: Sundays July 7th – August 25th 11am – 4pm (Community Basketball League)	($2,016.)
*K. Taylor/NEST	Reed café: Wed., May 1st 5:30 – 7:30 pm (nutrition workshop)	($126.)
GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:		
Gilmartin Community Club R. Barry	Gilmartin café: Tuesday, April 9, 7:00pm – 9:00pm (members monthly meeting)	
Wtby. Bridge to Success A. Brooks	W. Cross parking lot: Saturday, April 13, 9:00am – 3:00pm (Food pop up for kids/families) Reed parking lot: Saturday, August 10, 9:00am – 4:00pm (back to school resource fair/food pop-up)	
*L. Arens Wtby. Behavioral Health & Fatherhood Eng. Serv.	Reed café: Monday, May 20, 5:30 – 7:00 pm (Father/Child relationship event)	
*Gilmartin Community Club R. Barry	Gilmartin café: Tuesday, May 21, 7:00-9:00 pm (monthly meeting)	
*M. Jones Davis Helping Hands in Community	Driggs gym: Wednesdays, 5:30 – 8:00 pm June 5 thru August 7	

smccasland1@waterbury.k12.ct.us

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 Jill Medina NAME OF ORGANIZATION Heart and Sole Dance Studio

ADDRESS 97 Rockledge Dr. Wtby Ct 06706 TELEPHONE # 203-228-7303
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES June 19, 21, 22, 2024 ROOM(S) Wed. 19 4:00 - 10:00 Fri 21 4:00 - 9:00 Sat 22 1:00 - 5:00

OPENING TIME _____ CLOSING TIME _____ PURPOSE Dance Rehearsal & 2 Shows.

ADMISSION (if any) $20.00 CHARGE TO BE DEVOTED TO Heart and Sole Dance Studio

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250* CHILDREN 145 (performing)

SIGNATURE OF APPLICANT Jill Medina DATE March 19, 2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: * at each performance

Jill Medina 97 Rockledge Dr. Wtby, Ct 203-228-7303

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST

RENTAL FEES: $1,000/4 HRS. & $200/EACH ADD HR.

MISCELLANEOUS FEES: $55/HR. Tech

SECURITY DEPOSIT $ 500.00 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

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 Emily Summa NAME OF ORGANIZATION Sunshine Dance Center

ADDRESS 451 Meriden Rd. Wtby. CT 06705 TELEPHONE # 203-509-5942
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 5/31, 6/1, 6/2 ROOM(S) Auditorium, Cafe, music room

OPENING TIME 5-31 → 6:00 6-1 → 10:00 6-2 - 12:00 CLOSING TIME 5-31 - 9:00 pm 6-1 - 5:30 pm 6-2 - 5:30 pm PURPOSE 5/31 → Stage Prep, 6/1 & 6/2 → Recital

ADMISSION (if any) $20.00 CHARGE TO BE DEVOTED TO Recital Fees

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS ≈1000 CHILDREN (including dancers) 400

SIGNATURE OFAPPLICANT Emily Summa DATE 4-9-24

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

(Same As Above)

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service per cust.

RENTAL FEES: $1,000/4 HRS & $200 each add HR.

MISCELLANEOUS FEES: Tech $55/HR.

SECURITY DEPOSIT $ 500.- 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

Booth

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 Anthony Ireland NAME OF ORGANIZATION The Leadership University Inc.

ADDRESS 228 Meadow Street (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203-768-0933

SCHOOL REQUESTED Crosby DATES 6/17-6/20, 6/24-6/27, 7/1 ROOM(S) —

OPENING TIME 9am CLOSING TIME 3pm PURPOSE Community Basketball Camp

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 100

SIGNATURE OFAPPLICANT [signature] DATE 3/26/19

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Anthony Ireland / CEO, 526 Woodbirk Road, 203-768-0933

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. AI (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST (2) ($2,520.00)

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT $ 250.00 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: Anthony Cleveland / The Leadership University Inc.

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby High School

DATE(S): 6/17 - 6/20	TIMES: 9am - 3pm
DATE(S): 6/24 - 6/27	TIMES: 9am - 3pm
DATE(S): 7/1	TIMES: 10am - 1pm
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

3/26/21
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 2,520.	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT#

APPLICANT Anthony Orland NAME OF ORGANIZATION The Leadership University Inc

ADDRESS 228 Meadow St (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203-758-0928

SCHOOL REQUESTED G.J Martin DATES 7/7-8/25 (Sundays) ROOM(S) Gym

OPENING TIME 11am CLOSING TIME 4pm PURPOSE Community Basketball League

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 90 CHILDREN —

SIGNATURE OFAPPLICANT [signature] DATE 4/17/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Anthony Orland, 526 Woodhill Rd, 203-768-0933

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. AI (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE. ($2,016.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250 INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY Void

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Anthony Leland / The Leadership University

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: G.J Martin / Gym

DATE(S): July 7 - August 25 (only Sundays) TIMES: 11:00am - 9:00pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

4/17/24
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 2,016.00 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

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 Kevin Talor / Executive Director NAME OF ORGANIZATION NEST

ADDRESS 193 GRAND ST., 3RD FLOOR WATERBURY, CT 06702 TELEPHONE # 203-753-1896
(street) (city) (state) (zip code)

SCHOOL REQUESTED J. Reed DATES May 1, 2024 ROOM(S) Cafe

OPENING TIME 5:30pm CLOSING TIME 7:30pm PURPOSE Nutrition Workshop

ADMISSION (if any) NA CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN

SIGNATURE OFAPPLICANT X [signature] DATE 04.17.24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *
Yahshua Ws / 193 Grand St., 3rd Flr., Waterbury CT 06702 / 203.560.5162

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. X KT (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($126.)

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: NEST - 193 GRAND ST., 3RD FLOOR WATERBURY, CT 06702

Please check below specific item(s):

Building Usage Fees [X] Custodial Fees [X]

SCHOOL/ROOMS REQUESTED: Jonathan Reed Elementary School - CAFE

DATE(S): May 1st	TIMES: 5:30 pm - 7:30pm
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

X 04.17.24
Date

X
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 126.	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

4 of 4

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# Gilmartin

APPLICANT Ruth Barry NAME OF ORGANIZATION Community Club

ADDRESS 109 Long Meadow Drive 06706 TELEPHONE # 755-1652
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES April 9th ROOM(S) Cafe

OPENING TIME 7pm CLOSING TIME 9pm PURPOSE Meeting

ADMISSION (if any) — CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN —

SIGNATURE OF APPLICANT Ruth Barry DATE 3-20-24

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

SAME

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. RB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

F 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

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

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

EASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

PROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

Tuesday April 9th

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

1002

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 Althea Marshall Brooks NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect Street Waterbury, CT 06702 TELEPHONE # 203.754.0040
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wendell Cross DATES 4/13/24 ROOM(S) Exterior of the Building and parking lot

OPENING TIME 9am - set up CLOSING TIME 3pm - clean up PURPOSE food pop up for kids and families

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 100

SIGNATURE OFAPPLICANT Althea Brooks DATE 4.2.2024

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

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

O.K.

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 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Althea Marshall Brooks NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect Street Waterbury, CT 06702 TELEPHONE # 203.754.0040
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed School DATES 8/10/2024 ROOM(S) Exterior of the Building and parking lot

OPENING TIME 9am - set up CLOSING TIME 4pm - clean up PURPOSE back to school resource fair - food pop up, back packs, services and family activities and engagement

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 CHILDREN 300

SIGNATURE OFAPPLICANT Althea Brooks DATE 4.2.2024

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

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

1700K

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 Lori Arens NAME OF ORGANIZATION Wellmore Behavioral Health, Fatherhood Engagement Services

ADDRESS 141 East Main St Waterbury CT 06702 TELEPHONE # 203.217.6267
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed Elementary School DATES May 20, 2024 ROOM(S) Cafeteria

OPENING TIME 5:30pm CLOSING TIME 7:00pm PURPOSE Fatherhood community event to strength father/child relationship

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 40

SIGNATURE OFAPPLICANT LA DATE 4/3/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Lori Arens 141 EM Street Waterbury 203.217.6267

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

SCHEDULE OF RATES: CUSTODIAL FEES:_____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES_____NO

OK

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

4pdf

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# Gilmartin

APPLICANT Ruth Barry NAME OF ORGANIZATION Community Club

ADDRESS 109 Long Meadow Drive 06706 TELEPHONE # 755-1652
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES Tues, May 21st ROOM(S) Cafe

OPENING TIME 7pm CLOSING TIME 9pm PURPOSE Meeting

ADMISSION (if any) — CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN —

SIGNATURE OF APPLICANT Ruth Barry DATE 4-10-24

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

SAME

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. RB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

F 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

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

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

EASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

PROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

Book

236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Melody Jones Davis NAME OF ORGANIZATION Helping Hands in the Community, Inc Powering Your Body!

ADDRESS 435 Guernseytown Wtwn CT 06795 TELEPHONE # ↳ 203-598-4196 (cell)
(street) (city) (state) (zip code)

2ND Choice:
SCHOOL REQUESTED Driggs School DATES June 5, 2024 (Wed PM) - June 4, 2025 ~~6/14/24~~ ~~6/29/24~~ ROOM(S) Gymnasium

OPENING TIME 5:30p - Setup CLOSING TIME 8:00p/Wed Pm PURPOSE Womens Fitness Group - Jump Rope, Hula Hoop, etc

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-25 CHILDREN Ø

SIGNATURE OFAPPLICANT Melody J. Davis DATE 4/7/24

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

1.) Melody J. Davis 203-598-4196 2.) Arlanda Brantley 203-296-0451

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. MJD. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- 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.

Wednesdays
June 5th
To
Aug. 7th

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.1

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Construction Contract with All State Construction Inc. (RFP 7894) to provide HVAC replacements at seven elementary schools.

WATERBURY
PUBLIC SCHOOLS

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

MEMORANDUM

DATE: April 11, 2024

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

FROM: Nicholas J. Albini, Chief Operating Officer NJA/mc

RE: Executive Summary for Amendment #1 to the Construction Contract (RFP#7894) for HVAC Replacements at Seven Elementary Schools with All State Construction

The Education Department respectfully requests your review and approval of amendment #1 to the contract with All State Construction, Incorporated (All State) for HVAC replacements at seven elementary schools (Bunker Hill, International, Kingsbury, Regan, Sprague, Washington and Wilson) consisting of replacing HVAC (cooling tower) replacements and related electrical work in the total amount not to exceed $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. The contract was initiated under RFP #7894 and funds are coming from the American Rescue Plan Act/Elementary and Secondary School Emergency Relief (ARP/ESSER) funds with work to be completed on or before December 31, 2024.

For Amendment #1, we are requesting to remove one school (International Dual Language School) from the project's scope of work and replace it with another school (Walsh Elementary School) since International Dual Language School is presently undergoing a major expansion which is in the design phase and includes the current contract's scope of work. Subsequently Walsh Elementary School is in need of cooling tower replacements and related electrical work. Program Manager, KBE, worked with All State's design team to reduce the overall cost of Walsh's scope of work. All State has agreed to the change in contract scope and has a submitted a price proposal of $826,000 for Walsh School work; an increase of $201,300 from the original $624,700 bid for International Dual Language School making the total contract amount $5,367,050.

The consulting firm of Barton & Loguidice has thoroughly reviewed All State's cost proposal and the scope of work for Walsh Elementary School and found that the pricing was acceptable and in line with the other seven schools pricing with a similar scope of work. KBE concurs with Barton & Loguidice's assessment. Project milestone dates and funding source will remain unchanged.

Due to the time sensitive nature of ordering supplies and equipment, this amendment has been submitted for Board of Aldermen and is subject to the Board of Education's approval at its meeting of April 25, 2024. 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.

AMENDMENT 1
to the
Construction Contract
for
HVAC Replacements
at
Seven Elementary Schools
between
City of Waterbury
and
All State Construction, Inc.

THIS FIRST AMENDMENT, 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", collectively with the City, the "Parties").

WHEREAS, the Parties executed an Agreement (the "Agreement"), effective March 15, 2024 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7894** for HVAC replacements and associated electrical work at seven specifically listed elementary schools (the "Project");

WHEREAS, the Parties seek to amend the Agreement to remove one school (The International Dual Language School) from the Project's scope of work and replace it with another school (Walsh Elementary School);

WHEREAS, per the Agreement, the cost to perform the subject work at The International Dual Language School is $624,700;

WHEREAS, as per the Contractor's revised price proposal, dated April 8, 2024, the subject work at Walsh Elementary School will cost $826,000;

WHEREAS, after crediting the Total Contract Amount by the cost of work at The International Dual Language School, the Parties seek to amend the Agreement to increase the Total Contract Amount by $201,300 to $5,367,050, to reflect the net additional cost of the HVAC and associated electrical work now required at Walsh Elementary School.

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

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

2. The Parties agree to amend the Agreement by this Amendment 1 to revise the Project's specifications and drawings and scope of work to reflect the substitution of

Walsh Elementary School for The International Dual Language School as part of the Project.

3. The references to the Project's specifications and drawings related to The International Dual Language School are deleted and replaced with the following: Barton & Loguidice, D.P.C., dated February 2024, for HVAC replacement and associated electrical work at Walsh Elementary School.
4. **Section 1.1.** of the Agreement is deleted and replaced with the following:

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
- Walsh Elementary School
- F.J Kingsbury Elementary School
- Frank G. Regan Elementary School
- Sprague Elementary School
- Washington Elementary School
- Wilson Elementary School

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

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 THREE HUNDRED SIXTY-SEVEN THOUSAND FIFTY DOLLARS ($5,367,050)** (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. Walsh Elementary School

i. $826,000 (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(VII)** 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. Contractor's revised price proposal dated April 8, 2024, which references the Barton & Loguidice, D.P.C. specifications and drawings, dated February 2024, for HVAC replacement and associated electrical work at Walsh Elementary School is incorporated by reference.

7. All other terms, conditions and provisions of the Agreement shall remain in full force and effect and binding upon the parties.

SIGNATURE PAGE 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 STATE CONSTRUCTION, INC.

By: _____
Peter Pare, President

Date: 4/10/2024

KBE BUILDING CORPORATION

April 8th, 2024

Mr. Nicholas J. Albini, Chief Operating Officer
City of Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

RE: Proposal for Walsh Elementary School HVAC System Improvements

Dear Mr. Albini:

KBE has thoroughly reviewed the documents provided Barton and Loguidice for the cooling in the Gym/Café at Walsh Elementary School dated February 2024. Working with All State Construction, we posed several questions to the design team and Department of Education with the hopes of reducing the overall cost to the Department for this scope of work. Following this, we received pricing from All State Construction for $844,000 for the Gym/Café Cooling, which included an option to remove the transformer pad fencing for an additional $14,100 of potential savings if the School decides to not have the fence.

Barton and Loguidice performed a review of the proposal; their assessment was that the cost submitted by All State is acceptable and in line with other school bids with a similar scope of work. KBE discussed the general conditions, electrical and finishes cost with All State Construction and requested a reduced price for these items. Ultimately, All State Construction revised their proposal to be $826,000. KBE has solicited equipment quotes and compared the proposal with other schools that are to receive Gym/Café cooling and did not find any inconsistencies with All State's pricing or anything that may be considered unacceptable. It is our professional recommendation that the School proceeds with the proposal received by All State Construction as we don't find it likely that a standard Request for Proposal solicitation would result in any reduction in price.

KBE will continue to assist in the process to amend All State Constructions current contract to remove the scope of work at International School and add Walsh School. We are pleased to continue to work with The City of Waterbury Public Schools on this project.

If you should have any questions or concerns, please let us know.

Sincerely,

Dave Heavener

Dave Heavener
Program Manager
KBE Building Corporation

Barton & Loguidice

April 9, 2024

Mr. Nicholas J. Albini
Chief Operating Officer
City of Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

Re: Walsh Elementary School HVAC System Improvements Proposal

File: 3178.031.002

Dear Mr. Albini:

The City of Waterbury Public Schools has requested Barton & Loguidice (B&L) to review a cost proposal provided by All State Construction for the construction work included in the Walsh Elementary School HVAC System Improvements project. The cost proposal provided by All State Construction was in the amount of $844,000.00. After review of the cost, B&L finds that the pricing is acceptable and in line with other schools bids with a similar scope of work. B&L would recommend that the school proceed with this proposal by All State Construction if they so choose to proceed with this project.

Sincerely,

BARTON & LOGUIDICE

Susan L. Weaver, P.E.
Sr. Managing Engineer

SLW/jms

ALL STATE

CONSTRUCTION, INC.

*Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910*

April 8, 2024

Jake Schick
KBE Building Corporation
76 Batterson Park Road
Farmington, CT 06032

RE: Walsh Elementary School HVAC System Improvements

Dear Mr. Schick,

All State Construction is pleased to resubmit our proposal for the added cooling work at Walsh Elementary School.

We will supply all labor, material and equipment necessary to install HVAC System improvements at Walsh Elementary. All Work shall be per the latest project documents prepared by Barton & Loguidice dated February 2024 including updated drawings and RFI responses received on March 22nd, 2024.

Our price to perform this work shall be: $ 826,000

Alternate Deduct to remove fence from transformer area altogether: ($14,100)

1. General Conditions	$78,000
2. Permit Fees	$13,900
3. Bond Cost	$9,200
4. Demolition	$12,000
5. Abatement	$24,000
6. Concrete	$8,000
7. Masonry	$22,000
8. Metals	$7,000
9. Finishes	$3,000
10. Heating, Ventilation and Cooling Material	$48,000
11. Heating, Ventilation and Cooling Labor	$192,900
12. Heating, Ventilation and Cooling Equipment (AHU & Condensing Unit)	$48,000
13. Heating, Ventilation and Cooling Equipment (Exhaust Fan, Louver/Damper, RGD's)	$18,000

ALL STATE
CONSTRUCTION, INC.
Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910

14. Heating, Ventilation and Cooling Sub-contractors (Controls, Insulation, Balancing, Crane & Rigging)	$79,000
15. Electrical	$181,000
16. Sitework	$82,000
Total	$826,000
Deduct Fence from Transformer area	($14,100)

Work Specifically Excluded:

- Taxes
- Engineering or Design
- Independent testing & inspections
- Temporary heat or cooling
- Tree removal
- Railing by edge of roof (Waiting for detail from B&L)

Sincerely,

Pete Pare|Executive V.P.
ALL STATE
CONSTRUCTION, INC.
All State is an Equal Opportunity Employer
www.AllStateConstructionInc.com
449 Cooke Street
Farmington, CT 06032
Phone: 860-678-0678 ext. 3054
ppare@allstateconstructioninc.com

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.2

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with ACP Creativit, LLC for Halo Smart Sensor 3C Vape Detection System.

Memorandum

TO: Board of Alderman/Board of Education

From: Will Zhuta IT Director-Dan Barry-Director of Safety and Security

Date:

RE: Board of Alderman/Board of Education Executive Summary-Contract for HALO Smart Sensors between the City of Waterbury and with ACP Creativ in the amount of $166,180.03 for the following schools:

- Wilby High School ($33, 404.98)
- NEMS ($9, 569.99)
- WCA ($33,697.44)
- Westside Middle School ($23,400)
- JFK High School ($19,145.12)
- Crosby High School ($23,562.50)
- Wallace Middle School ($23,400)

This contract was initiated under a Request for Proposal (RFP # 7890). Several bidders participated in this project with ACP Creativ being the lowest and most responsible bidder.

This contract will allow administrators in (7) high school and middle schools to manage the issue of vaping and property destruction in facility privacy areas without the use of cameras, recording of audio or the capturing of any personal information. The use of HALO Smart Sensor Technology that will provide the following functions:

- Real Time Detection of Vaping, Smoking, Masking activities
- Real Time Detection of Acts of Vandalism/Aggression
- Real Time Detection of Occupancy
- Real Time Notifications of Listed Events

Total compensation payable to ACP Creativ shall be $166,810.03 for the entire contract contingent upon complete compliance/satisfaction with the scope of work.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7890
for
HALO SMART SENSOR 3C VAPE DETECTION SYSTEM
between
THE CITY OF WATERBURY
and
ACP CREATIVIT, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and ACP CreativIT, LLC (the "Contractor"), located at 851 Commerce Court, Buffalo Grove, Illinois 60089, a duly registered foreign limited liability company (the "Contractor, collectively with the City, the "Parties").

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 7890** for the purchase, installation, and maintenance of HALO Smart Sensor 3C units in Waterbury Public Schools; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 7890**; 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 purchasing, installing, and maintaining seventy (70) HALO Smart Sensor 3C units and associated equipment in seven (7) Waterbury Public Schools, as detailed and described in **Attachment A**, which attachment is 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 1 and 2 to **RFP No. 7890** incorporated by reference;

1.1.2 **RFP No. 7890**, consisting of fifty-seven (57) pages, attached hereto;
1.1.3 Contractor's Cost Proposal (revised) for **RFP No. 7890**, consisting of two (2) pages, attached hereto;
1.1.4 Contractor's Response to **RFP No. 7890**, consisting of forty (40) pages, attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 City Contract Compliance Documents, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 amendments and Change Orders, issued by the City after execution of this Contract;
1.2.3 This Contract;
1.2.4 Any Addendums to **RFP No. 7890**;
1.2.5 **RFP No. 7890**;
1.2.6 Contractor's Cost Proposal for **RFP No. 7890**; and
1.2.7 Contractor's Response to **RFP No. 7890**.

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 the 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 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 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.

2.4. 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 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 Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student. The 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.

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

3. Responsibilities of the Contractors. 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. The 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 the City's school property to render its services hereunder, the Contractor shall conduct all work after regular school hours or on days school is not in session, 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. For the purposes of this section, "after regular school hours" shall mean between the hours of 3:30pm and 10:00pm.

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 on 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 responsibility 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 It 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 It 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 It agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the 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 the Contractor's Principal or a specifically authorized individual.

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 remedies to address said breach.

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

4. Responsibilities of the City and City Reservation of Rights. 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.

4.1. 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 complete all work and services required under this Contract within **ninety (90) days** of the City's issuance of a written notice to proceed with the Project and in accordance with the following Project Milestone(s) ("Contract Time"):

5.1. Project Milestone #1. All devices comprising the Project must be fully installed and functional within **ninety (90)** calendar days of the City's issuance of a written notice to proceed.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project milestones and the 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.

5.2.2 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in Section 5.1, 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.

5.2.3 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.

5.2.4. 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 **ONE HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS AND THREE CENTS ($166,180.03)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's revised price proposal set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

I. Wilby High School

i. $33,404.98 (base payment);

II. NEMS

i. $9,569.99 (base payment);

III. Waterbury Career Academy

i. $33,697.44 (base payment);

IV. Westside Middle School

i. $23,400 (base payment);

V. John F. Kennedy High School

i. $19,145.12 (base payment);

VI. Crosby High School

i. $23,562.50 (base payment); and

VII. Michael Wallace Middle School

i. $23,400 (base payment).

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 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. 7890** 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 money 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. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the execution of this Contract, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A.**

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 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 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.

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 as provided in this Contract.

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

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

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

10. Contractor's Insurance.

10.1. 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 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.

10.2. 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.

10.3. 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.

10.4. 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:

10.4.1 General Liability Insurance:
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

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

10.4.2 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.

10.4.3 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.

10.4.4 Excess/Umbrella Liability:
$1,000,000.00 Per Occurrence
$1,000,000.00 Aggregate

10.5. 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.

10.6. 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.

10.7. 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 is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation."** 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 the Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

10.8. 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.

11. 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.

11.1. Permits, Laws, and Regulations. Permits and licenses 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 relating to the conduct of the work and services as specified.

11.1.1 Contractor must employ two or more certified HALO installers and provide documentation to the City proving certification. Certified HALO installers must install or directly oversee the installation of the HALO Smart Sensor 3C units.

11.2. 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.

11.3. 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.

11.3.1 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.

11.3.2 If applicable, 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. 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.

12.1. 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.

12.2. 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.

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 five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the 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 at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

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 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.

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 25.1, 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 changes 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)** the City's aforementioned **RFP No. 7890** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 7890**.

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

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

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

by the City.

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the 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:	ACP CreativIT, LLC 851 Commerce Court Buffalo Grove, Illinois 60089
City:	City of Waterbury Board of Education Information Technology Department 236 Grand Street Waterbury, CT 06702
With a copy to:	Office of the Corporation Counsel Third Floor City Hall Building 235 Grand Street 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.

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: Hank Montgomery
Print name: Hank Montgomery

Sign: _____
Print name:

ACP CREATIVIT, LLC

By: Michael Affeldt
Michael Affeldt, Sr. V.P.

Date: March 11, 2024

ATTACHMENT A

1. Addendums 1 and 2 to **RFP No. 7890**, attached hereto;
2. **RFP No. 7890**, consisting of fifty-seven (57) pages, attached hereto;
3. Contractor's Cost Proposal (revised) for **RFP No. 7890**, consisting of two (2) pages, attached hereto;
4. Contractor's Response to **RFP No. 7890**, consisting of forty (40) pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
6. City Contract Compliance Documents, incorporated herein by reference;
7. Certificates of Insurance, incorporated herein by reference;
8. Licenses, incorporated herein by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.3

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the CSDE Program Enhancement Project (PEP) Grant for Adult Education – Priority Area 2/Corrections Education.

Waterbury Public Schools

Office of Competitive Grants

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

April 22, 2024

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

RE: Program Enhancement Project for Adult Education (PEP) Grants FY25 (CSDE)

Dear President Hernandez and Commissioners:

The Connecticut State Department of Education recently announced the opportunity to apply for adult education grants to support adult education services through nine priority areas. These grants are competitive, not entitlement grants. Waterbury proposes to apply for a grant for Corrections Education (Priority 2) and for Integrated English Literacy and Civics Education (Priority 6). I have worked with Adult Education Principal Antonio Musto on these grant applications per Dr. Ruffin's request.

Principal Musto developed a proposal for grant Priority Area 6. In addition to working with Principal Musto, he and I also worked with representatives from the Northwest Regional Workforce Investment Board and with community-based non-profits who serve incarcerated adults in multiple Waterbury half-way houses, in order to develop the proposal for grant Priority Area 2. Additional project details are included in my Grant Highlights attached.

I have requested review and approval of the required 20% matching funds from CFO Doreen Biolo. The Priority 2 application is for just over $94,000/year, and the Priority 6 application is for $25,000/year, each for four years and each with a 20%/year match. Required matching funds are explained in greater detail in my attached Grant Highlights document.

The grant application deadline is May 3, 2024. I respectfully request your permission to apply for the two Adult Education PEP Grants described here, and in the attached Grants Highlights document, contingent upon the approval of CFO Biolo. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Antonio Musto

Program Enhancement Project for Adult Education (PEP) Grants FY25
CT State Department of Education
Louise Allen Brown, WPS Grant Writer
April 22, 2024

Grant Highlights

Name of Grant: Program Enhancement Project for Adult Education (PEP) Grants FY25

Purpose of Grant:
The purpose of these competitive grants is "…To provide opportunities for the expansion and enhancement of existing educational programs and services for adults who lack the level of basic skills and literacy necessary to be effective parents, citizens, and employees…."
[RFP]

Grant Deadline: May 3, 2024

Grant Period: These grants will be funded for up to four-years, fiscal year 2025 (FY25) through fiscal year 2028 (FY28). [RFP]

Eligible Applicants:
Eligible applicants should have demonstrable evidence of experience providing adult education services. [RFP]

Grant Options: CSDE if offering grants under the PEP Program in nine (9) Priority Areas--

	PRIORITY AREA	GRANT CODE	MAXIMUM AWARD
1	Connecticut Adult Virtual High School	(S)AVHS	$450,000
2	Corrections Education	(E)CORR/ (S)CORR	$200,000
3	Family Literacy Services	(E)FLS / (S)FLS	$50,000
4	Instructional Innovation	(E)INNOV/ (S)INNOV	$30,000
5	Integrated Education and Training	(E)IET / (S)IET	$50,000
6	Integrated English Literacy and Civics Education	(E)IELCE	$25,000
7	Integrated English Literacy and Civics Education + Training	(E)IELCE + T	$75,000
8	Technology Integration and Expansion of Services	(E)TECH/ (S)TECH	$30,000
9	Transition, Career Navigation and Support	(E)TCNS/ (S)TCNS	$50,000

Award amount: The maximum amount each grant award depends on which of nine (9) grant options are selected. (See chart above.)

Priority Areas Selected: WPS will apply for a grant in two priority areas – Priority Area 2 for $94,104/year, and Priority Area 6 for $25,000/year.

Cost Sharing or Matching: "…The CSDE requires applicants to provide 20 percent in matching funds (state requirement). Matching funds may include expenditures from state, local and other non-federal sources for adult education programs, services and activities, … Matching funds may be cash or in-kind but must be clearly documented. Do NOT provide MORE than 20 percent in matching funds…." [RFP, p. 14]

Grant Requirements – Priority Area 2 (Corrections Education):
The purpose of the Corrections Education grant is "to increase access to adult education programs and services for adults within a correctional institution," where the term correctional institution includes half-way houses like several in Waterbury. [RFP]

Grant Requirements – Priority Area 6 (Integrated English Literacy & Civics):
"IELCE activities assist individuals who must be able to read and communicate in English in order to understand and navigate governmental, educational, workplace systems and key American institutions." [RFP]

Waterbury Proposal:
WPS will apply for two grants, 1) to provide Waterbury half-way house residents with GED and Work Readiness programs (Corrections Education); and 2) to provide other Waterbury adults with integrated literacy and civics instruction (Integrated English Literacy & Civics). The project goal for the Corrections Education Grant is to facilitate participants' making measurable gains toward earning secondary credentials, and to facilitate participants' making measurable gains toward building work readiness skills, micro-credentials, and/or industry recognized credentials, for up to 60 halfway house residents over the four year grant period (up to 15 per year). The goal of the Integrated Literacy & Civics Grant is to incorporate the civics curriculum developed by the Waterbury Education Department with the Waterbury ESL curriculum for adult learners. Authentic real world civics learning experiences (via trips and speakers) will be a part of the program. The expected outcomes of the projects are to increase levels of GED skill attainment and/or job preparedness for incarcerated Waterbury adults, and to increase levels of understanding of literacy and civics by other Waterbury adults.

Waterbury Budget:
The grant budget request for the Priority 2 (Corrections Education) application is $94,104, with $18,821 of match in-kind funding predominantly from the Northwest Regional Workforce Investment Board and three Waterbury community-based half-way house sites where the Priority 2 program will be conducted. The grant budget for the Priority 6 (Integrated English Literacy and Civics) application is $25,000, with $5,000 of match in-kind funding detailed in the application from Waterbury Adult Education. The grant budgets remain subject to minor changes. Details of the in-kind match funding have been provided to CFO Biolo for her review and approval.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.4

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the CSDE Program Enhancement Project (PEP) Grant for Adult Education – Priority Area 6/Integrated English Literacy and Civics Education.

Waterbury Public Schools

Office of Competitive Grants

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

April 22, 2024

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

RE: Program Enhancement Project for Adult Education (PEP) Grants FY25 (CSDE)

Dear President Hernandez and Commissioners:

The Connecticut State Department of Education recently announced the opportunity to apply for adult education grants to support adult education services through nine priority areas. These grants are competitive, not entitlement grants. Waterbury proposes to apply for a grant for Corrections Education (Priority 2) and for Integrated English Literacy and Civics Education (Priority 6). I have worked with Adult Education Principal Antonio Musto on these grant applications per Dr. Ruffin's request.

Principal Musto developed a proposal for grant Priority Area 6. In addition to working with Principal Musto, he and I also worked with representatives from the Northwest Regional Workforce Investment Board and with community-based non-profits who serve incarcerated adults in multiple Waterbury half-way houses, in order to develop the proposal for grant Priority Area 2. Additional project details are included in my Grant Highlights attached.

I have requested review and approval of the required 20% matching funds from CFO Doreen Biolo. The Priority 2 application is for just over $94,000/year, and the Priority 6 application is for $25,000/year, each for four years and each with a 20%/year match. Required matching funds are explained in greater detail in my attached Grant Highlights document.

The grant application deadline is May 3, 2024. I respectfully request your permission to apply for the two Adult Education PEP Grants described here, and in the attached Grants Highlights document, contingent upon the approval of CFO Biolo. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Antonio Musto

Program Enhancement Project for Adult Education (PEP) Grants FY25
CT State Department of Education
Louise Allen Brown, WPS Grant Writer
April 22, 2024

Grant Highlights

Name of Grant: Program Enhancement Project for Adult Education (PEP) Grants FY25

Purpose of Grant:
The purpose of these competitive grants is "…To provide opportunities for the expansion and enhancement of existing educational programs and services for adults who lack the level of basic skills and literacy necessary to be effective parents, citizens, and employees…."
[RFP]

Grant Deadline: May 3, 2024

Grant Period: These grants will be funded for up to four-years, fiscal year 2025 (FY25) through fiscal year 2028 (FY28). [RFP]

Eligible Applicants:
Eligible applicants should have demonstrable evidence of experience providing adult education services. [RFP]

Grant Options: CSDE if offering grants under the PEP Program in nine (9) Priority Areas--

	PRIORITY AREA	GRANT CODE	MAXIMUM AWARD
1	Connecticut Adult Virtual High School	(S)AVHS	$450,000
2	Corrections Education	(E)CORR/ (S)CORR	$200,000
3	Family Literacy Services	(E)FLS / (S)FLS	$50,000
4	Instructional Innovation	(E)INNOV/ (S)INNOV	$30,000
5	Integrated Education and Training	(E)IET / (S)IET	$50,000
6	Integrated English Literacy and Civics Education	(E)IELCE	$25,000
7	Integrated English Literacy and Civics Education + Training	(E)IELCE + T	$75,000
8	Technology Integration and Expansion of Services	(E)TECH/ (S)TECH	$30,000
9	Transition, Career Navigation and Support	(E)TCNS/ (S)TCNS	$50,000

Award amount: The maximum amount each grant award depends on which of nine (9) grant options are selected. (See chart above.)

Priority Areas Selected: WPS will apply for a grant in two priority areas – Priority Area 2 for $94,104/year, and Priority Area 6 for $25,000/year.

Cost Sharing or Matching: "…The CSDE requires applicants to provide 20 percent in matching funds (state requirement). Matching funds may include expenditures from state, local and other non-federal sources for adult education programs, services and activities, … Matching funds may be cash or in-kind but must be clearly documented. Do NOT provide MORE than 20 percent in matching funds…." [RFP, p. 14]

Grant Requirements – Priority Area 2 (Corrections Education):
The purpose of the Corrections Education grant is "to increase access to adult education programs and services for adults within a correctional institution," where the term correctional institution includes half-way houses like several in Waterbury. [RFP]

Grant Requirements – Priority Area 6 (Integrated English Literacy & Civics):
"IELCE activities assist individuals who must be able to read and communicate in English in order to understand and navigate governmental, educational, workplace systems and key American institutions." [RFP]

Waterbury Proposal:
WPS will apply for two grants, 1) to provide Waterbury half-way house residents with GED and Work Readiness programs (Corrections Education); and 2) to provide other Waterbury adults with integrated literacy and civics instruction (Integrated English Literacy & Civics). The project goal for the Corrections Education Grant is to facilitate participants' making measurable gains toward earning secondary credentials, and to facilitate participants' making measurable gains toward building work readiness skills, micro-credentials, and/or industry recognized credentials, for up to 60 halfway house residents over the four year grant period (up to 15 per year). The goal of the Integrated Literacy & Civics Grant is to incorporate the civics curriculum developed by the Waterbury Education Department with the Waterbury ESL curriculum for adult learners. Authentic real world civics learning experiences (via trips and speakers) will be a part of the program. The expected outcomes of the projects are to increase levels of GED skill attainment and/or job preparedness for incarcerated Waterbury adults, and to increase levels of understanding of literacy and civics by other Waterbury adults.

Waterbury Budget:
The grant budget request for the Priority 2 (Corrections Education) application is $94,104, with $18,821 of match in-kind funding predominantly from the Northwest Regional Workforce Investment Board and three Waterbury community-based half-way house sites where the Priority 2 program will be conducted. The grant budget for the Priority 6 (Integrated English Literacy and Civics) application is $25,000, with $5,000 of match in-kind funding detailed in the application from Waterbury Adult Education. The grant budgets remain subject to minor changes. Details of the in-kind match funding have been provided to CFO Biolo for her review and approval.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.5

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Agreement with Waterbury Youth Services, Inc. for Truancy Prevention Services.

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

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

Date: **April 2, 2024**

Subject: **Approval Request and Executive Summary –** Contract for Waterbury Youth Services between City of Waterbury and Waterbury Youth Services.

The Director of Equity and Inclusion respectfully requests your approval of the above referenced contract in the amount of $ $75,500 for Waterbury student intervention and support services between the City of Waterbury and Waterbury Youth Services (WYS).

Each year, the City of Waterbury has entered into a contract with Waterbury Youth Services, Inc ., to provide truancy services for the students of Waterbury Public Schools. The Waterbury Youth Service (WYS) is the only youth service bureau in the City. Under state statute, the City is required to pay its youth service bureau an amount which matches a grant amount given to WYS directly from Connecticut Department of Children and Families.

Under Section 38 .0 26 (5) of the Procurement Ordinance, WYS, is the only Youth Service Bureau for the City of Waterbury. It has been confirmed by a letter from CT DCF that WYS has been awarded a base grant of $75,500 for the fiscal year July 1, 2023 to June 30th, 2024. Section 10-190 of the Connecticut General Statutes requires the city of Waterbury to match the DCF grant amount to Waterbury Youth Services, Inc. The contract provides for how the grant will be matched by the City.

This contract is scheduled to be reviewed by the Board of Education on April 25, 2024. Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Thank you.

Attachment

Cc: Board of Education

AGREEMENT
between
The City of Waterbury, Connecticut
and
Waterbury Youth Services, Inc.
for
Truancy Prevention Services

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut and Waterbury Youth Services, Inc. ("WYS" or "Recipient"), located at 83 Prospect St., Waterbury, CT 06702, a duly registered State of Connecticut, non-profit corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, Waterbury Youth Services, Inc., represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and as such is eligible to apply for, and did apply for the "State Fiscal Years 2023-2024 Youth Service Bureau Grant," from the Connecticut Department of Children and Families (hereinafter "DCF"), pursuant to C.G.S §10-19o, for the grant period of July 1, 2023 through June 30, 2024 (hereinafter the "Grant"); and

WHEREAS, Pursuant to C.G.S §10-19o the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City's contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

WHEREAS, the Recipient has made application to the City, in a correspondence dated March 26, 2024, requesting a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2023 and ending June 30, 2024; and

WHEREAS, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S §10-19o. The City's obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient's award and receipt of Grant funds for fiscal year 2023-2024; and

WHEREAS, the City received notification that the Grant was awarded in the amount of $89,505.00 for fiscal year July 1, 2023 to June 30, 2024.

WHEREAS, the City wishes to establish the terms and conditions under which it will make the matching grant funds and in-kind match available to the Recipient thereby enabling the Recipient to accomplish goals and further projects enumerated in its Grant narrative.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement, as well as all requirements set forth in the Grant by DCF 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.

1.1. The Project consists of services to be provided to the City of Waterbury youth which are further set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

1.1.1 Scope of Services, (consisting of 1 page);

1.1.2 Truancy Service Forms, entitled Forms A - C, (consisting of 7 pages);
Form A – School Excessive Absence/Truancy Referral (Google Form)
Form B- Waterbury Youth Service System Letter
Form C – Official WYS Truancy Homevisit Form (Google Form) –WYS Referral to Service Provider, WYS Truancy Intervention Summary, and Intervention and Assessment Log (formerly forms C-F)

1.2. The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2023-2024 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to proposed Grant expenses for the City's cash contribution as well as for the funds received under the Grant by the "recipient" from DCF.

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 Recipient.

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

2.1. Representations Regarding Personnel. The Recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Recipient 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 Recipient hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Recipient and/or its employees be licensed, certified, registered, or otherwise qualified with a criminal background check, the Recipient and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Recipient shall provide to the City a copy of the Recipient's licenses, certifications, registrations, etc.

3. Responsibilities of the Recipient.

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

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

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

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

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

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

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

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

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

3.3.4 The Recipient shall take actions designed to ensure the security and

confidentiality of student data.

3.3.5 The Recipient will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Recipient of a breach of Student Data, the Recipient shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

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

3.4. Use of City Property. To the extent the Recipient is required to be on City property to render its services hereunder, the Recipient shall have access to such areas of City property as the City and the Recipient agree are necessary for the performance of the Recipient's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Recipient may mutually agree. Recipient shall perform all services in full compliance with Local, State and Federal health and safety regulations. All services hereunder shall be performed in a safe manner. Recipient 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 Recipient, City may, but shall not be required to, correct same at Recipient's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

3.5. Publicity. Recipient agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance, which approval will not be unreasonably or arbitrarily withheld. Nothing contained herein shall limit the Recipient's ability to fully comply with all applicable laws and regulations regarding compliance reporting including but not limited to federal and state tax information filing, responding to freedom of information regulations, if applicable, per requirements of governmental agencies and to comply with laws and regulations governing mandatory reporters and to comply with subpoenas and orders of Courts of competent jurisdiction.

3.6. Standard of Performance. All services, materials or equipment, shall conform in all respects with the requirements of all this Agreement. The standard of care and skill for all services performed by the Recipient shall be that standard of care and skill ordinarily used by other members of the Recipient's profession practicing under the same or similar conditions at the same time and in the same locality. The Recipient's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.7. Recipient's Employees. The Recipient 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 and shall insure that staff assigned to services funded by this grant are qualified.

3.8. Due Diligence Obligation. The Recipient acknowledges its responsibilities to examine and to be thoroughly familiar with the City's requirements, including, but not limited to all requirements set forth in the 2022-2023 Grant by DCF. The Recipient hereby warrants and represents that prior to the submission of its application during the application process it reviewed or was afforded opportunity, by the City, to review, if applicable, 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 Agreement and thereby warrants that:

3.8.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal.

3.8.2 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.

3.8.3 has familiarized itself with the nature and extent of the Contract Services, 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.

3.8.4 agrees that the Attachment A Documents are sufficient in scope and detail to indicate and convey understanding of all the conditions for performance of the Work.

3.9. Reporting Requirement. The Recipient shall, at its own expense, provide to the City and the State of Connecticut a timely filed, certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the Recipient regardless of the source of said funds. Said statement shall be provided to the City within One Hundred Sixty (160) Days following the expiration of the Recipient's fiscal year during which grant funds were received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles and auditing standards. All audit reports, statements, and auditor's recommendations shall be available in their original form to the City. The Recipient represents that it shall permit the City or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the Recipient relating to the use of grant funds by the Recipient or to the Recipient's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the City to verify the amounts spent as well as that the Recipient only expended funds for allowable purposes. The records and accounts of the Recipient with respect to the Youth Services System State Grant, matching City Grant and any other Grant from the City shall be made available in the Recipient's business office for audit, upon request by authorized representatives of the City.

3.9.1 The Recipient agrees that it shall preserve all of its records and accounts concerning the use of grant funds, or concerning the Recipient's compliance with the provisions of this contract for a minimum period of seven (7) years, or as required by law, whichever is longer, years after final payment under this contract. If any litigation, claim or audit is commenced before the expiration of the seven-year period, the records shall be retained until such suits, claims or audit findings have been resolved.

4. Responsibilities of the City. Upon the City's receipt of Recipient's written request, the City will provide the Recipient with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Recipient 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 Recipient for the purpose of carrying out the services under this Agreement.

5. Term. The term of this Agreement shall be for the fiscal year commencing July 1, 2023 and terminating on June 30, 2024.

6. Matching Funds. The City's obligation to contribute a cash and in-kind match equal to the Grant awarded to the Recipient, is contingent upon the receipt of the Grant funds awarded to WYS for the 2023-2024 fiscal year in the amount of $89,505.00.

6.1. Cash Matching Funds. Upon receipt of the Grant by WYS, the City shall provide the Recipient cash matching funds in the amount up to, Seventy-Five Thousand Five Hundred Dollars ($75,500.00) which shall be allocated as follows:

6.1.1 Fifty Thousand Five Hundred Dollars ($50,500.00) to be allocated for services under the Truancy Program; and

6.1.2 Twenty-Five Thousand Dollars ($25,000.00) to be allocated for administrative support

6.2. The parties acknowledge that the amount of contribution from the City must be equal to the amount of the Youth Service Bureau Grant received by WYS. Therefore, the City's match is contingent upon the amount received in grant funds from the State of Connecticut.

6.2.1 Upon Receipt of the Grant by WYS, the City's cash matching funds shall be paid to the Recipient as follows:

6.2.1.1 An amount up to $25,000.00 administrative support fee and an amount up to $50,500.00 related to the truancy programs shall be paid upon execution of the Agreement.

6.2.2 Provided, however, the City reserves the right, upon five (5) days written notice to the Recipient to disburse any or all grant funds made available hereunder directly to the vendors on behalf of the Recipient. Notwithstanding any other provision hereof, the City reserves the right, at its sole discretion, in the event of unforeseen financial difficulty or need, to cancel this Agreement or to terminate, reduce or otherwise modify either the schedule or amount of any subsequent payments authorized hereunder, at any time, without further obligation of any kind to the Recipient.

6.2.3 The cash matching funds itemized in section (ii) above shall be paid upon submission and approval of an invoice from the Recipient to the City.

6.3. In-Kind Match. The City shall provide the Recipient with an in-kind match which is equivalent to the difference between the total amount of the Grant received and the cash match to be contributed by the City. The in-kind match may represent the partial salary and benefits of a City of Waterbury employee who will assist, participate or provide support to the Truancy Program as the in-kind match.

6.4. Use of Funds. The Recipient represents that it will use all grant funds received by it hereunder solely for purposes specified in this Agreement and Attachment A which is attached hereto and made part hereof and for no other purposes.

6.5. Limitation of Payment. Grant Funds payable to the Recipient is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review

and approval of the Recipient's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Recipient's invoices shall reference the Grant approval by the City and be in a form and content required by the City.

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

6.6. Review of Work. The Recipient shall permit the City or its designee to review, at any time, all services performed under the terms of this Agreement at any stage of the work. The Recipient shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Agreement, settlement of claims or any other matter pertaining to the Recipient's Grant. The City shall not certify fees for payment to the Recipient until the City has determined that the Recipient has provided the service envisioned by the Grant and accepted by the City in accordance with the requirements of this Agreement.

6.7. Application Costs. All costs of the Recipient in preparing its application for said grant funds shall be solely borne by the Recipient and are not included in the compensation to be paid by the City to the Recipient under this Agreement or any other agreement.

6.8. Payment for Services, Materials, Employees. The Recipient shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Recipient 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 Recipient shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Indemnification.

7.1. The Recipient shall indemnify, defend, and hold harmless the City and its boards, the City's 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, deliverables, incidentals, etc. arising from or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses is caused in whole or in part by any willful or negligent act or omission of the Recipient, its employees, any sub-recipient, 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.

7.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Recipient or any employee of the Recipient, any sub-recipient, 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 7.1, 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 Recipient or any sub-recipient under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8. Recipient's Insurance.

8.1. The Recipient shall not commence work under this Agreement until all insurance required under this Section 8 has been obtained by the Recipient and such insurance has been approved by the City. The Recipient shall not allow any sub-recipient to commence work on any subcontract until all insurance required of any such sub-recipient 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.

8.2. At no additional cost to the City, the Recipient 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 Recipient's obligation under this Agreement, whether such obligations are the Recipient's or sub-recipient or person or entity directly or indirectly employed by said Recipient or sub-recipient, or by any person or entity for whose acts said Recipient or sub-recipient may be liable.

8.3. The Recipient's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary/non-contributory insurance and the coverage and limits provided under the Recipient'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. 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 Agreement 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.

8.4. 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 Recipient:

8.4.1 General Liability Insurance: 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. $1,000,000.00 per Occurrence; $2,000,000 Aggregate, $2,000,000 Products/ Completed Operations Aggregate;

8.4.2 Automobile Liability Insurance: 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 owned, non-owned vehicle including hired or non-owned vehicles. $1,000,000.00 combined single limit (CSL);

8.4.3 Workers' Compensation: Recipient shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut; Employer Liability (EL); $1,000,000 EL Each Accident, $1,000,000 EL Disease Each Employee; $1,000,000 EL Disease Policy Limit

8.4.4 Excess/Umbrella Liability $1,000,000 each Occurrence, $1,000,000.00 Aggregate;

8.4.5 Professional Liability Insurance: $1,000,000 each Wrongful Act, $1,000,000.00 Aggregate;

8.4.6 Sexual Abuse/Molestation: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. $1,000,000.00 each Wrongful Act (or claim if claims made policy); $1,000,000.00 Aggregate;

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

8.6. Cancellation. The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

8.7. Certificates of Insurance. At the time the Recipient executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance 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 an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**" The Recipient 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 not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Third Floor.

8.8. Upon request the Recipient shall deliver to the City a copy of the Recipient's Certificate of Insurance, insurance policies, endorsements, and riders.

9. This section intentionally left blank.

10. Waiver of Subrogation. Recipient shall procure an appropriate clause in, or endorsement on, each of its policies for General Liability, Auto Liability and Workers' Compensation whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the City, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, Recipient hereby agrees that it will not make any claim against or seek to recover from City for any loss or damage to property of the type covered by such insurance.

11. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Recipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Recipient 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

11.2. 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 Recipient for transactions required or necessitated hereunder between it and its sub-recipients, suppliers, etc. The Recipient remains liable, however, for any applicable tax obligations it incurs. Moreover, the Recipient represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

11.3. Labor and Wages. The Recipient and its sub-recipients shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

11.3.1 The Recipient 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 Agreement.

12. Discriminatory Practices. In performing this Agreement, the Recipient 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, sexual orientation, 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 sub-recipient shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with sub-recipients shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

12.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement 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.

12.2. Equal Opportunity. In its execution of the performance of this Agreement, the Recipient shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The Recipient 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 sub-recipients.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Recipient, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Recipient of such termination and

specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Recipient under this Agreement shall, at the option of the City, become the City's property, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.1 The City may (1) withhold payments under this Agreement to the Recipient (2) cancel, terminate or suspend this Agreement in whole or in part, (3) require the return of all or part of the grant paid to the Recipient hereunder.

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Recipient acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Recipient therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Agreement 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 Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Recipient.

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

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Recipient 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 Agreement, for cause, the Recipient 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 Recipient shall transfer all licenses to the City which the Recipient is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Recipient for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Recipient 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 by the City for lack of funding or convenience, the City shall pay the Recipient 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 Recipient 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 Recipient 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 Recipient may negotiate a mutually acceptable payment to the Recipient for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

13.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement 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, (i) the Recipient 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 Recipient 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).

13.5. Ownership of Instruments of Professional Services. The City acknowledges the Recipient's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Agreement, 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 Agreement 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.

14. 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:

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

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

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

14.4. strikes and labor disputes; and

14.5. 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.

15. Subcontracting. The Recipient shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Recipient's services. Any sub-recipient so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Recipient and shall name the City as an additional insured party and said sub-recipients shall deliver to the City a certificate of insurance evidencing such coverages. All sub-recipients shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Recipient from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

15.1. The Recipient shall be as fully responsible to the City for the acts and omissions of the Recipient's sub-recipients, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Recipient.

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

17. Audit. The City, its representative, or designee, reserves the right to audit or examine, the Recipient's books of account in relation to this Agreement, the Youth Services Grant or any other program of the Recipient that is funded by the City any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Recipient shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

18. Interest of Recipient. The Recipient 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 Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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

20. Independent Recipient Relationship. The relationship between the City and the Recipient is that of client and independent Recipient. No agent, employee, or servant of the Recipient shall be deemed to be an employee, agent or servant of the City. The Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-

recipients during the performance of this Agreement. It is the express intention of the parties hereto, and the Recipient hereby agrees and covenants, that it and any and all third party(ies) and sub-recipient(s) retained by the Recipient hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Recipient 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 Recipient or between the City of Waterbury and any third party(ies) or sub-recipient(s). Thus, the Recipient hereby covenants that it, its sub-recipient(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 Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, sub-recipients and third party(ies).

21. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision. 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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

23. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Recipient and governs all disputes between them.

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

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

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

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

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

28. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement 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 Recipient, 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:

Recipient: Waterbury Youth Services, Inc.
Attn: James O'Rourke
83 Prospect St.
Waterbury, CT 06702

City: Director of Equity and Inclusion
Waterbury Public Schools
236 Grand St., 2nd Floor
Waterbury, CT 06702

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

29. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person, Waterbury Youth Services (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:

29.1. 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.

29.2. 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.

29.3. 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 sub-recipient, the prime Recipient or higher tier sub-recipient or any Person associated therewith, under a Contract or Purchase Order to the City.

29.4. 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.

29.5. Upon a showing that a sub-recipient made a kickback to the City, a prime Recipient or a higher tier sub-recipient 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 sub-recipient making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

29.6. 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 (vi), 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 (vi) 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.

29.7. 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances

regarding disclosure of financial interests; (3) 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 (4) 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 29.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

29.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 29.1.1-29.1.7.

29.9. The Recipient 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.

29.10. The Recipient 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 website: https://www.waterburyct.org/content/9569/9605/9613/15125.aspx [see link titled "The City of Waterbury- Code of Ordinances (Rev. 12/31/19)".

29.11. The Recipient is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1, "An Act Authorizing the Issuance of Certain Bonds by the City of Waterbury."

29.12. 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, 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.

29.13. 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.

29.14. Prohibition against Contingency Fees. The Recipient 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.

29.15. Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Recipient 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 Recipient 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 to follow]

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

WITNESSES:

CITY OF WATERBURY

_____
Sign & Date
Print name:

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

_____
Sign & Date
Print name:

Date: _____

WITNESSES:

WATERBURY YOUTH SERVICES, INC.

04-15-2024
04-15-2024
Sign & Date
Print name:

By: _____
James O'Rourke, Executive Director

4-15-2024
Sign & Date
Print Name: Richard Walker

Date: 4/15/24

ATTACHMENT A

1. Scope of Services, (consisting of 1 page, attached hereto);

2. Truancy Service Forms, entitled Forms A - C, (consisting of 7 pages);
   Form A – School Excessive Absence/Truancy Referral (Google Form)
   Form B- Waterbury Youth Service System Letter
   Form C – Official WYS Truancy Homevisit Form (Google Form) –WYS Referral to Service Provider, WYS Truancy Intervention Summary, and Intervention and Assessment Log (formerly forms C-F)

SCOPE OF SERVICES

1. Waterbury Youth Services, Inc. (WYS) agrees to provide truancy prevention work with an adequate number of staff and supervisors who are trained and certified. Items detailed in this scope of service were agreed upon by WYS and the Director of Equity and Inclusions of Waterbury Public Schools. WYS staff shall work on each School Referral (Form A) that they receive from the Waterbury elementary, middle and high school administrators or their designees, attendance counselors or truancy specialists within 5 school days of receiving it. WYS agrees to provide the following services for each referral:

    a. Within 24 hours of receiving the referral, WYS Truancy Case Manager will make a phone call, if the family is unresponsive, send a letter (Form B attached), and email the family.
    b. An unannounced home visit must occur if there is no response from the family within 2 business days
    c. Within 5 school days of the referral date, the case manager will notify the school admin and referral source of either
        i. Contact made and any referrals/resources offered to the family or
        ii. No contact made and a recommendation that WPS file a petition for educational neglect with DCF
    d. An intake will occur and a follow-up 2 weeks after with completion of Homevisit Google Form (Form C attached) if contact is made with the family
    e. A letter to family with information; (Form B attached)
    f. Google Homevisit Form (Form C attached) will be completed for every attempted contact with families

2. WYS is required and agrees to follow all laws and rules regarding the confidentiality of student information as set forth in the Family Education Records Compliance Act (FERPA) and other federal and state laws regulating disclosure of confidential student information. WYS staff visits to the student's school are included in the scope of services and all school visits made by WYS agents or employees should be communicated with the School Principal or designated staff. WYS agrees to provide immediate notice of any serious problems relating to Waterbury students of which they become aware to the School Principal, Central Office Staff in Pupil Personnel, and the Director of Equity and Inclusion.

3. WYS agrees to not change any form agreed upon by the parties.

4. WYS shall submit Truancy Spreadsheet Data quarterly to the Pupil Personnel Office, Waterbury Public Schools, 236 Grand St., 1st Floor, Waterbury, CT 06702. In addition, the Truancy Homevisit Google Form will be emailed to the school official and/or attendance or truancy officer that referred the student to Waterbury Youth Services no later than 20 school days from the date of the original referral.

FORM A

SCHOOL EXCESSIVE ABSENCE / TRUANCY REFERRAL

TO: WATERBURY YOUTH SERVICES, INC.
83 Prospect Street, Waterbury, CT 06702
Telephone: 203-5743-0264 Fax: 203-755-4835
www.waterburyyouthservices.org

Name of Student: _____ Grade: _____

Address: _____ DOB: _____

Phone Number:_____ Cell Phone: _____

Name of Parent /Guardian: _____

Ethnicity: Hispanic____ Black____White____Multi Racial____Asian____

Reason for referral:

_____

_____

Actions taken by school:

_____

_____

Other Agencies Involved with Student/Family: _____

ATTENDANCE HISTORY (Complete 3 years)

Date of Referral: _____ Date received by WYS: _____

Submitted by: _____ Title: _____

Phone Number: _____

School: _____ Principal Signature: _____
School Code_____

FORM B

[DATE]

Re: **[NAME]**

[ADDRESS]
Waterbury, CT **[ZIP]**
[GRADE / SCHOOL]

Dear Parent/Guardian:

Welcome to Waterbury Youth Services, Inc. Your child, **[STUDENT],** has been referred to our Truancy Prevention & Counseling Program by **[SCHOOL]** because of a high number of absences or tardies.

As his/her parent/guardian, you are an important part of your child's educational development and you know her/him best. We look forward to working with you to improve your child's attendance. On behalf of the Waterbury School System, Waterbury Youth Services, Inc. offers a free voluntary truancy program to help your child improve attendance.

I will be assisting your family. Please contact me, [CM NAME], at 203-573-0264 extension [***] within one week from the date of this letter. I am available Mondays-Fridays 9:00 a.m.-5:00 p.m. If I am unreachable, please leave your name and a working phone number so that I may return your call.

We are looking forward to working with you and your family.

Sincerely,

[NAME]
WYS Truancy Case Manager

Waterbury **Youth** Services
Creating opportunities that empower youth

CORPORATE RESOLUTION

I, Janice Paul, hereby certify that I am the duly elected Secretary of the Waterbury Youth Services, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the governing Executive Committee of said corporation duly held on the 15th day of April 2024.

"It is hereby resolved that James M. O'Rourke is authorized to make, execute and approve contracts with the City of Waterbury and Waterbury Public Schools, on behalf of this corporation" within the scope and authority as Interim Executive Director.

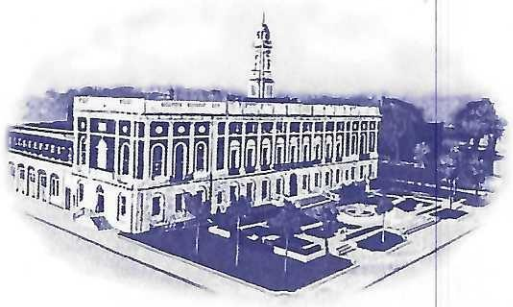
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Waterbury Youth Services corporation this 15th day of April 2024.

Janice Paul

Janice Paul, Secretary

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

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

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for Waterbury Youth Services, Inc., Waterbury's Youth Service Bureau

Date: March 18, 2024

After review of the memo dated March 15, 2024 indicating that Waterbury Youth Services, Inc is the only youth service bureau in Waterbury providing services to the City's youth, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).

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

WATERBURY
PUBLIC SCHOOLS

INTEROFFICE MEMORANDUM

To: Kevin McCaffery, Director of Purchasing

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

Date: March 15, 2024

Subject: Sole Source procurement review of Waterbury Youth Services, Inc., Waterbury's youth service bureau

Each year, the City enters into a contract with Waterbury Youth Services, Inc., the only youth service bureau in the City. Under state statute, the City is required to pay its youth service bureau an amount which matches the grant amount received by the youth service bureau from the CT Department of Children and Families.

Under Section 38.0 26 (5) of the Procurement Ordinance, Waterbury Youth Services, inc., is the only Youth Service Bureau for the City of Waterbury. Waterbury Youth Services received this grant of $ 83,631 for this fiscal year. Section 10 - 19 0 of the Connecticut General Statutes requires Waterbury to match the DCF grant amount to Waterbury Youth Services, Inc. The contract provides for how the grant will be matched by the City.

Waterbury Youth Services provides many services to the City's youth. The contract with the city requires Waterbury Youth Services to provide truancy prevention services to students referred to them by Waterbury schools. State laws require interventions by the schools and community agencies to help reduce truancy. The City and Waterbury Youth Services have established procedures to follow with students referred by schools.

I respectfully request that you find that the contract between the City and Waterbury Youth Services, Inc. involve s a sole source, exempt from the procurement ordinance. Please feel free to call me with any questions or if you need more information. Thank you for your consideration.

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Reboot Program out of school suspension
(Service or Commodity Covered by Contract)

11/2023 - 06/30/2023
(Term of Contract)

CDBG - Truancy
(Service or Commodity Covered by Contract)

7/1/2022 - 6/30/2023
(Term of Contract)

CDBG - HVAC
(Service or Commodity Covered by Contract)

2021 - 2026
(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

Reboot Program Out of school Suspension
(Service or Commodity Covered by Purchase Order)

1/25/2023 PO# 209007 & 1/18/2024 PO# 220943
(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

Waterbury Youth Services, Inc
(Name of Company, if applicable)

_____ 04-15-2024
Signature of Individual (or Authorized Signatory) Date

James O'Rourke - Interim Executive Director
Print or Type Name and Title (if applicable) (Re management agreement)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

Certification

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

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

1. Full Legal Name and address of Organization:

Waterbury Youth Services, Inc.
83 Prospect ST
Waterbury, CT 06702

2. Print Name and Title of Authorized Representative:

James O'Rourke, Interim Executive Director

3. Signature of Authorized Representative:

04/15/2024

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

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

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

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

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

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

State of Connecticut

SS.: Waterbury

County of New Haven

James O'Rourke, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Interim Executive Director of Waterbury Youth Services, Inc (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

✓ 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	none	
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2	None		
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	None			
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	None	
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

Waterbury Youth Services, Inc.
_____
Name of Corporate Signatory

83 Prospect St. Waterbury 06702
_____
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Interim Executive Director
Title

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

State of Connecticut)
) SS Waterbury
County of New Haven)

James O'Rourke being duly sworn,

deposes and says that he/she is Interim Exec. D.C. of Waterbury Youth Services Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 14 day of April 2024.

(Notary Public)

My Commission Expires: 6-30-2024

Client#: 597602 WATERYOU1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/04/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelli Gibbs-Keefe, CISR	
USI Insurance Services LLC 855 Route 146, Suite 235 Clifton Park, NY 12065	PHONE (A/C, No, Ext): 518 861-2412	FAX (A/C, No): 610 537-4840
	E-MAIL ADDRESS: kelli.gibbs-keefe@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Workers Compensation Trust (CT)	NONE
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Waterbury Youth Services, Inc.
83 Prospect Street
Waterbury, CT 06702

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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: POLICY PRO-JECT LOC OTHER:			PHPK2541979	04/22/2023	04/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2541979	04/22/2023	04/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			PHUB859532	04/22/2023	04/22/2024	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0097518	01/01/2024	01/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$2,500,000 $2,500,000 $2,500,000
A	Professional Liab			PHPK2541979	04/22/2023	04/22/2024	$1,000,000/$3,000,000	
A	Abuse/Molestation			PHPK2541979	04/22/2023	04/22/2024	$1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Waterbury and The Waterbury Board of Education, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with Primary and
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street
Waterbury, CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.6

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Franklin Covey Client Sales, Inc. for Leader in Me Software Subscription.

WATERBURY
PUBLIC SCHOOLS

Darren Schwartz
Deputy Superintendent
(203) 574-8000 Ext: 11243
Dschwartz@waterbury.k12.ct.us

Date: April 25, 2024

To: Board of Alderman Members
Board of Education Members

Re: Board of Education and Alderman Approval – Roberto Clemente International Dual Language School Contract for Franklin Covey (CRT23-634).

Roberto Clemente International Dual Language School respectfully requests your approval of an amendment to the current three-year contract with Franklin Covey.

Franklin Covey's Leader in Me (LiM) curriculum will support Roberto Clemente International Dual Language School (RCIDLS) integration of multilingual leadership development and life skills. This program will be embedded in daily routines, practices, and school culture. LiM embodies a holistic approach to education that instills character development and values that help students thrive in the 21st-century. The in-depth and ongoing approach to content delivery allows the multilingual-brained student to build individual and collective capacity in a way that inspires engagement, hope, and persistence.

More specifically, the 7 Habits of Happy Kids provides the competency-building skills students need to be intrinsically motivated by learning long-term self-management. Given that RCIDLS is a growing PK-8 school, students can acquire, practice, and build upon these skills over 10 years. Also, students will be fully immersed in integrating their multilingualism and leadership development. This program matches the school's vision of inclusivity and cultural responsiveness.

Amendment #1, which costs an additional $69,644.91 for three years, is funded by Title I. The three-year agreement costs $27,679.65 for the first year and $20,982.63 for the second and third years.

Sincerely,

Darren Schwartz
Deputy Superintendent

Amendment 1
to
Professional Services Agreement
between
The City of Waterbury, Connecticut
and
Franklin Covey Client Sales, Inc.
for
Leader in Me Software Subscription

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Franklin Covey Client Sales, Inc., 2200 West Parkway Boulevard, Salt Lake City, Utah 84119, a State of Utah duly registered domestic corporation, duly registered to do business in the State of Connecticut (the "Consultant" or "FranklinCovey").

WHEREAS, the parties hereto entered into a Professional Services Agreement for custom coaching services and software licenses for the Consultant's Leader in Me software executed by the Mayor of the City of Waterbury on January 24, 2024 ("Agreement"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement in order to expand the scope of services to include services ("Additional Services") to be provided at Roberto Clemente International Dual Language School ("Roberto Clemente") pursuant to the Consultant's price proposal dated April 8, 2024, consisting of 3 pages and attached to this Amendment 1, providing additional compensation consistent therewith, on the same terms and conditions as the Agreement; and

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

1. Paragraph 1 of the Agreement "Scope of Services" shall be amended to include those Additional Services as set forth in Consultant's price proposal dated April 8, 2024, consisting of 3 pages and attached to this Amendment 1.

2. Paragraph 5 of the Agreement "Contract Time" shall be amended to include a separate and distinct term for the provision of the Additional Services as follows:

> **5.1(a) Additional Services Initial Term.** The Initial Term of this Contract governing the Additional Services shall commence on May 15, 2024 and terminate on May 14, 2025 ("Additional Services Contract Time"). Consultant shall complete all work and services required under this Contract during Contract Time. Continuation of this Agreement for each year is contingent upon continued State funding.

5.2(a) Option Periods. The City, in its sole discretion, shall have the option to extend this Contract governing the Additional Services for up to **two (2)** additional **one (1)** year terms (collectively, the "Additional Services Option Periods") upon reasonable notice to the Consultant and upon the same terms and conditions.

1.1.1 Option Period 1: May 15, 2025 through May 14, 2026

1.1.2 Option Period 2: May 15, 2026 through May 14, 2027

3. Paragraph 6.1 of the Agreement "Fee Schedule" shall be amended to include a separate and distinct fee schedule for the Additional Services as follows:

6.1(a) Additional Services Fee Schedule. The fee payable to the Consultant shall be as set forth below and in accordance with Consultant's price proposal dated April 8, 2024, consisting of 3 pages and attached to this Amendment 1:

6.1.1.(a) Year One: May 15, 2024 – May 14, 2025. The fee payable to the Consultant for Additional Services rendered shall not exceed **TWENTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS and SIXTY-FIVE CENTS ($27,679.65).**

6.1.4.(a) Additional Services Option Period One: May 15, 2025 – May 14, 2026. The fee payable to the Consultant for Additional Services rendered during the first option period shall not exceed **TWENTY THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS and SIXTY-THREE CENTS ($20,982.63).**

6.1.5.(a) Additional Services Option Period Two: May 15, 2026 – May 14, 2027. The fee payable to the Consultant for Additional Services rendered shall not exceed **TWENTY THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS and SIXTY-THREE CENTS ($20,982.63).**

.

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 Number 3 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

FRANKLIN COVEY CLIENT SALES, INC.

By:_____

Its _____

Date: _____

ATTACHMENT A

To

Amendment 1

to

Professional Services Agreement

between

The City of Waterbury, Connecticut

and

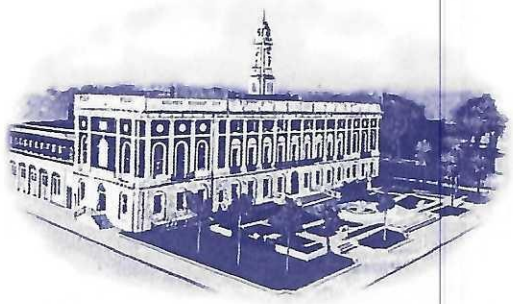
Franklin Covey Client Sales, Inc.

for

Leader in Me Software Subscription

1. Consultant's price proposal dated April 8, 2024, consisting of 3 pages (attached to this Amendment 1).

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Diurca Tomasella, Principal of Roberto Clemente International Dual Language School

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request – Amendment #1 to Contract with Franklin Covey for Leader in Me Program

Date: February 9, 2024

I have reviewed the attached information provided by Diurca Tomasella, Principal of Roberto Clemente International Dual Language School, 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:
(c) The contractor is the sole source for such commodities or services.

Therefore, it is my opinion to proceed with the amendment with Franklin Covey for Leader in Me.

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

R. C. INTERNTIONAL DUAL LANGUAGE SCHOOL

WPS

February 9, 2024

To: Kevin McCaffery, Purchasing
From: Diurca Tomasella, Principal of Roberto Clemente International Dual Language School
Date:

Re: Contract Amendment for Leader in Me by Franklin Covey

Waterbury Public Schools has established a contract with Leader in Me (LiM) by Franklin Covey, for the purpose of providing students with social emotional leadership competencies. LiM equips them with interpersonal and personal effectiveness skills that will unite their gifts and talents with their unique passion and purpose.

We respectfully request that the contract for LiM by Franklin Covey be amended to include additional costs for the partnership between Roberto Clemente International Dual Language School and Franklin Covey. The services provided will include the following:

- Year 1 Subscription, Professional Development, and materials (August 2024 - July 2025).
- Year 2 Subscription, Professional Development, and materials (August 2025 - July 2026).
- Year 3 Subscription, Professional Development, and materials (August 2026 - July 2027).

The aforementioned services are consistent with the previous implementation plan between Waterbury Public Schools and Franklin Covey. As seen in the attached quote, we are requesting an amendment of $62,989.06 for LiM by Franklin Covey. Please feel free to contact me at any time for additional information regarding this request.

Best,

Diurca Tomasella
Principal of Roberto Clemente International Dual Language School

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

Franklin Covey Client Sales, Inc.
(Name of Company, if applicable)

[signature]
Signature of Individual (or Authorized Signatory)

12/11/2023
Date

Legal Director
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☑ Fed-Ex. | 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: Franklin Covey Client Sales, Inc.
2200 W Parkway Blvd
Salt Lake City, UT 84119

Print Name and Title of Authorized Representative: Kimberly Neville, Legal Director

Signature of Authorized Representative:

Date: 12/11/2023

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

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

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

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

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

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

State of Utah

SS.:_____

County of Salt Lake

Kimberly Neville, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

✓ 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
Franklin Covey Client Sales, Inc. is a wholly owned subsidiary of Franklin Covey Co. Franklin Covey Co. is publicly traded on the NYSE (ticker symbol – FC). Please see our annual report and publicly filings, which identify all decision-makers and pertinent business interests. Courtesy copies are available at https://ir.franklincovey.com				

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
Franklin Covey Client Sales, Inc. previously provided coaching services and a one-year Leadership in Me membership to Maloney Magnet Elementary School. The term of the contract ran from 9/26/2022 to 9/25/23; contract value was $12,100.00.				

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

Organization Name	Address	Type of Ownership
1		none
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 Franklin Covey Co.		n/a – publicly traded entity	100
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 none		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)
) SS
County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

_____
Name of Corporate Signatory

2200 W Parkway Blvd.
Salt Lake City, Utah 84119
Address of Business

Affix Corporate Seal

By: Stan Young
Name of Authorized Corporate Officer

Its: President, Franklin Covey Client Sales, Inc.
Title

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

State of Utah)
) SS
County of Salt Lake)

Kimberly Neville being duly sworn, deposes and says that he/she is the Legal Director of Franklin Covey Client Sites, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of December 2023.

Jackie Taylor
(Notary Public)

My Commission Expires: November 15, 2026

JACKIE TAYLOR
Notary Public State of Utah
My Commission Expires on:
November 15, 2026
Comm. Number: 717715

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 12/12/2023

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.

Franklin Covey Client sales Inc.
2200 W Parkway Blvd
Salt Lake City, Utah 84119

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/ln

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

Contract Recipient or Vendor Name: FranklinCovey Co.

Requesting Department: BOE

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

Description of work to be performed: Professional Development software subscription for Maloney Magnet including in-person trainings

Estimated Contract Duration and End Date: multi

Date Reviewed: 12/13/2023

Insurance Certificate Term: 09/01/2023 – 09/01/2024

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

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes

12/13/23

Risk Manager or Authorized Designee

FRANCOV-01 RSMITH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

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

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

PRODUCER	CONTACT NAME:	
IMA, Inc. - Salt Lake City 95 S State Street Suite 1300 Salt Lake City, UT 84111	PHONE (A/C, No, Ext): (801) 325-5000	FAX (A/C, No): (801) 532-2804
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FranklinCovey Co. and FranklinCovey Client Sales, Inc. 2200 West Parkway Blvd Salt Lake City, UT 84119	INSURER A : American Casualty Company of Reading, Pennsylvania	20427
	INSURER B : Transportation Insurance Company	20494
	INSURER C : The Continental Insurance Company	35289
	INSURER D : ACE American Insurance Company	22667
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	7015425931	9/1/2023	9/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7015433656	9/1/2023	9/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deds	$ 1,000
C	X UMBRELLA LIAB X OCCUR			7015435570	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000						Follows form	$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	X	7015424469	9/1/2023	9/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	ProfLia/retro3-16-06			D95593033	9/1/2023	9/1/2024	Ret$100,000; Agg/Occ	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Waterbury and its Board of Education are included as Additional Insured with regard to products/services provided by the Named Insured. Coverage shall be considered primary and non-contributory. Waivor of Subrogation is granted in favor of same.

CERTIFICATE HOLDER

Maloney Magnet Elementary School
Attn:Donna Cullen
233 Elm Street
Waterbury, CT 6702

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

Roxanne L. Smith

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Prepared on
11/9/2023 by CB

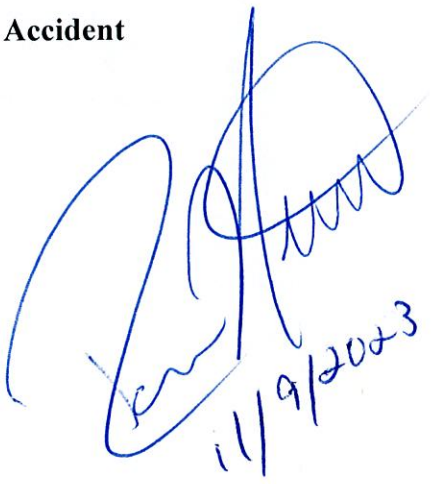
CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us
Description of Project/Work/Services: Franklin Covey software multi-year subscription for Professional Development at Maloney Magnet including in-person training

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.
If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/ Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**



Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

Solutions Overview

Prepared For:

Maloney Magnet Elementary School
Created on November 7, 2023
Proposal is valid for the next 30 days

Paige Pye
Education Success Partner
(801) 817-5301
paige.pye@franklincovey.com

FranklinCovey

Proposal

Maloney Magnet Elementary School
Created on November 7, 2023
Proposal is valid for the next 30 days

Investment Summary

Total Cost	$37,970.00

Investment Detail

Year	Subscription	Professional Development	Materials	Total
Year 1	$6,490.00	$3,700.00	$0.00	$10,190.00
Year 2	$6,490.00	$7,400.00	$0.00	$13,890.00
Year 3	$6,490.00	$7,400.00	$0.00	$13,890.00

Proposal

Maloney Magnet Elementary School
Created on November 7, 2023
Proposal is valid for the next 30 days

Investment Summary

Total Cost	$37,970.00

Investment Detail

Maloney Magnet Elementary School

Year 1			$10,190.00
Subscription			$6,490.00
Description	List Price	Quantity	Total Cost
Membership per Student	$11.00	590	$6,490.00
Professional Development			$3,700.00
Description	List Price	Quantity	Total Cost
Custom Coaching Daily Rate	$3,700.00	1	$3,700.00

Year 2			$13,890.00
Subscription			$6,490.00
Description	List Price	Quantity	Total Cost
Membership per Student	$11.00	590	$6,490.00
Professional Development			$7,400.00
Description	List Price	Quantity	Total Cost
Custom Coaching Daily Rate	$3,700.00	2	$7,400.00

Year 3			$13,890.00
Subscription			$6,490.00
Description	List Price	Quantity	Total Cost
Membership per Student	$11.00	590	$6,490.00
Professional Development			$7,400.00
Description	List Price	Quantity	Total Cost
Custom Coaching Daily Rate	$3,700.00	2	$7,400.00

CITY OF WATERBURY, RISK MANAGEMENT
Insurance Bid Specifications Recommendation

Submitting Department: BOE Contracts and School Readiness
Contact Name: Jerry Gay & Diane Bakewell/Shanna Zawislak, Maloney School
Project: Frankin Covey Education Software and training
Date : 11/07/23
Description of Work/Services: 590 Software Licenses access and training
Contract Term: 3 yrs with two 1yr options to extend
Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each $_____ each Occurrence
$_____ General Aggregate
$_____ Products/ Completed Operations Aggregate

Auto Liability: $_____Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
$_____ EL each Accident
$_____ EL Disease each Employee EL Disease
$_____ EL Policy Limits

Excess/ Umbrella Liability: $_____ each Occurrence
$_____Aggregate

Builder's Risk/installation Floater Insurance: $_____each Occurrence OR Limits equaling
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance $_____ each Occurrence/Claim
$_____ Aggregate
There will be no exclusion for Hazardous materials, including Asbestos and Lead
No construction

Professional Liability/E&O: $_____each Wrongful Act
$_____Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. $_____each Occurrence
$_____Aggregate
(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

F:\New

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT

Insurance Bid Specifications Review Request Form

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

Requesting Department; BOE Maloney – Contracts

Requesting Department Contact: Jerry Gay , Diane Bakewell & Shanna Zawislak

Detailed description of Work/Services to be performed:

Provide teacher only access for 590 licenses to the software plus vendor performing 1-2 full day trainings per year. Trainings likely to be in person, but could be done remotely. No student connectivity to either the software or the training.

Environmental Services Included — If YES, describe: None
Medical Services Included — If YES, describe: None
Hazardous Substances — If YES, describe: None
Will Use of Subcontractors be Permitted? None
Summarize any other Special Conditions: None

Estimated Cost: $37,970 for 3 years, Maloney Operating Fund
Contract Term: Three years
Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:
No Prior contract

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, November 7, 2023 11:12 AM
To: Insurance Requests
Cc: DIANE BAKEWELL; Shanna Zawislak
Subject: Req for COI limits- franklinCovey
Attachments: Maloney Magnet Multi Year Non Binding 110723.pdf; Insurance limits - Franklin Covey.docx; Risk Mang Limits - Franklin Covey.docx

Importance: High

Hello, Please see the attached requesting Limits for a 3 year contract with Franklin Covey for their providing 590 licenses access to their software and providing some training. We are hoping to add on two 1yr options to extend for a total of 5yrs.
The teachers will make all of the connections to the software. Students will never connect to the software.
The training is likely to occur in person, but could be remote. To be determined at the time it is scheduled. Students will not be present or part of the trainings.
I am sending the req to assign to legal by the end of today as we are on a tight deadline to make the Dec BOA agenda deadline by 11/30. I will back fill for the limits as they arrive. We are also securing Sole source today. Thanks...reach out if I missed anything you need.

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Monday, December 11, 2023 2:50 PM
To: Insurance Requests
Subject: COI Approve - Franklin Covey
Attachments: COI - Franklin Covey.pdf; RM Insurance limits - Franklin Covey.pdf

Hello, If I could have the attached reviewed/approved? Thanks,

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Name	*Position*	*Location*	*Effective*
Geffken, Melissa	Assistant Softball Coach	CHS	04/15/24
Hartery, Kevin	Girls Soccer Coach	Intra-district	03/16/24
Hasemann, Erich	Baseball Coach	WMS	03/26/24
Scialla, Marlena	Assistant Outdoor Track Coach	KHS	03/27/24
Zenick, Richard	Asst. Baseball Coach	WCA	03/19/24

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Name	*Position/Location*	*FT/PT*	*Rate*	*Union*	*Funding*	*Effective*
Ariola, Patrick	Tutor Carrington	PT	$34/hr	NONBOE	Title I/A 23-25	03/21/24
Bajram, Urim	Hall Monitor Wallace	PT	$15.71/hr	NONBOE	Title I /A 23-25	03/07/24
Barbieri, Stephen	Career Facilitator Adult Education	FT	$31/hr	UPSEU 69	Ad. Ed Prov. 23-24	03/07/24
Barclay, Tamoy	Attendance-Truancy Coordinator/WAMS	FT	$18.14/hr	F UPSEU 69	IntDis Magnet WAMS 23-24	03/14/24
Brown, Kimberly	Hall Monitor WAMS	PT	15.71/hr	NONBOE	IntDis Magnet WAMS 23-24	03/21/24
Frageau, Patricia	Child Associate Duggan	PT	$22/hr	NONBOE	Prim Mental Health 23-24	02/29/24
Rowe, Danielle	Magnet School Specialist/WAMS	FT	$18/hr	F UPSEU 69	IntDis Magnet WAMS 23-24	04/11/24
Wynn, Amy	Tutor (Certified) Duggan	PT	$34/hr	NONBOE	Title I /A 23-25	03/14/24

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous summer school appointments:

Name	*Position/Program*	*Location*
Gomez, Bridgette	EAS Elem. Summer School Coordinator	DW
Labonte, Stefanie	EAS Middle School Summer School Coord.	DW
Sejdaras, Benjola	High School Summer School Credit Recovery Adm	DW
Fleming, Sonya	EAS Site Administrator	Carrington
Acevedo, Paul	EAS Site Administrator	Duggan
Porcaro, Stefanie	EAS Site Administrator	Gilmartin
Johnson, Tennyson	EAS Site Administrator	Reed
Soares, Elenice	EAS Site Administrator	W. Cross
Ventura, Lisa	EAS Secretary	Carrington
Aidoo, Syreeta	EAS Secretary	Duggan
Alexander, Lisa	EAS Secretary	Gilmartin
Dunn, Kimberly	EAS Secretary	W. Cross
Rivera, Michael	Encore Program Administrator	WAMS
Gittings, Stacey	Administrator/Summer School	Maloney
Dombrowski, Jason	Administrator Sub/Summer School	Maloney
Barbieri, Katie	Teacher/Summer School	Maloney
Cancro, Dana	Teacher/Summer School	Maloney
Colangelo, Esther	Teacher/Summer School	Maloney
Conner, Carrington	Teacher/Summer School	Maloney
Couture, Cheryl	Teacher/Summer School	Maloney
Doran, Mary	Teacher/Summer School	Maloney
Fappiano, Marny	Teacher/Summer School	Maloney
Gilmore, Hayley	Teacher/Summer School	Maloney
Hibbs, Jennifer	Teacher/Summer School	Maloney
Mecca, Kaylie	Teacher/Summer School	Maloney

Parker, Marlene	Teacher/Summer School	Maloney
Senan, Naseem	Teacher/Summer School	Maloney
Russaw, Crystal	Grade K Teacher/RMS EAS	Rotella
Matthews, Julia	Grade K Teacher/RMS EAS	Rotella
Ignacio, Lyndsay	Grade 1 Teacher/RMS EAS	Rotella
Zaccagnini, Krista	Grade 2 Teacher/RMS EAS	Rotella
Monroe, Mary	Grade 3 Teacher/RMS EAS	Rotella
Summerfield, Veronica	Grade 4 Teacher/RMS EAS	Rotella
Lee, Alexus	Substitute Teacher/RMS EAS	Rotella
Daddona, Suzanne	Substitute Teacher/RMS EAS	Rotella

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Voluntary Clean Opening Transfers effective 2024/24 school year:

LAST NAME	*FIRST NAME*	*FROM: Previous School Location*	*TO: New School Location*
Anthony	Madison	Walsh Music	Walsh Music
Bartley	Elizabeth	Crosby Science - Biology	Crosby Science - Biology
Castellone	Tyler	Wallace Math Gr 7	Wallace Math Gr 7
Clark	Leah	Wilson Special Ed-BDLC	Wilson Special Ed-BDLC
Conroy	Dawn Marie	WAMS Music MS	WAMS Music MS
Cordero	Jose	WSMS Bilingual Math	WSMS Bilingual Math
Diodonet Torres	Yamailys	Roberto Clemente International Gr 2-English	Roberto Clemente International Gr 2-English
DiPietro	Kristin	Washington Pre-K Reg. Ed Co-Taught	Washington Pre-K Reg. Ed Co-Taught
Doll	Victoire	Kennedy Special Ed HS	Kennedy Special Ed HS
Fitzpatrick	Amanda	Bucks Hill Special Ed Elem.	Bucks Hill Special Ed Elem.
Guerrera	Olivia	Kingsbury Gr 4	Kingsbury Gr 4
Hunt	Scott	DW School Psychologist	DW School Psychologist
Kalagian	Karen	Tinker Lib. Media Specialist	Tinker Lib. Media Specialist
Lamenzo	Amy	Wilby Art	Wilby Art
Littlefield	Mishaela	Bucks Hill Gr K	Bucks Hill Gr K
Lopez	Melissa	Hopeville Bilingual Gr 1	Hopeville Bilingual Gr 1
Mahan	Jill	Crosby Science - Physical	Crosby Science - Physical
Miller	Persis	Wilson Special Ed-BDLC	Wilson Special Ed-BDLC
Park	Pauline	WAMS Music HS	WAMS Music HS
Peka	Alda	Bucks Hill Annex Pre-K Special Ed	Bucks Hill Annex Pre-K Special Ed
Rehmer	Sofia	Wilby Business	Wilby Business
Rush	Colleen	Sprague Gr 1	Sprague Gr 1
Schaefer	Courtney	Tinker Special Ed Elem.	Tinker Special Ed Elem.
Thervil	Chanel	Roberto Clemente International/Regan Split Art	Roberto Clemente International/Regan Split Art

Walker	Ivy	Duggan Special Ed Elem.	Duggan Special Ed Elem.
Wilks	Victoria	Wendell Cross Guidance Counselor	Wendell Cross Guidance Counselor
LAST NAME	*FIRST NAME*	*FROM: Previous School Location*	*TO: New School Location*
April	Meghan	Driggs ESL	Walsh ESL
Cassidy	Haley	Rotella Gr 5 Math/Science	Rotella Special Ed - IDEA
Chavoya	Kerry	NEMS ELA Gr 8	WCA ELA HS
Cote	Heather	NEMS Math Gr 8	WAMS Math MS Gr 8
Cruz	Maria	R. Clemente International Gr 1 Spanish	R. Clemente International Multilingual Coach
Dossantos	Shannon	Duggan Special Ed MS	Wilby Special Ed HS
Frenis	Amanda	Generali Gr 1	Driggs Literacy Title I
Gemmell	Sherrie	NEMS ELA Gr 6	NEMS Lib. Media Specialist
Gizzi	Adriana	Driggs Gr 5	NEMS Math Gr 6
Lance	Michele	Bunker Hill Gr 4	NEMS ELA Gr 6
Mete	Meleke	Tinker Gr 2	WSMS ELA Gr 6
O'Toole	Ami	Wallace Art	WSMS Art
Piccochi-Frank	Christina	Generali Gr 5	Wallace ELA Gr 6
Rangel Garcia	Alicia	Chase Bilingual Gr K	R. Clemente International Gr 2-Spanish
Tully	Ashley	Washington PE/Health	Tinker Health Educ. Elem.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.5

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Academic Achievements effective 03/01/24:

Last	*First*	*Degree/ Step from*	*Degree/ Step to*	*University*
Andrzejewski	Elizabeth	MA/9	M15/9	Post Un; Oklahoma Christian Un
Bao	Jaime	MA/14	6TH/14	Lindenwood Un
Bette	Rachel	MA/14	M15/14	Oklahoma Christian Un
Campbell	Lloyd	M15/5	6th/5	Oklahoma Christian Un
Campbell	Stephen	BA/7	MA/7	John Hopkins Un; Oklah. Christian U
Cipriano	Nancyjean	6TH/22	615/22	Oklahoma Christian Un
Defazio	Martin	M15/15	615/15	Lindenwood Un
Diorio	Jennifer	M15/7	6th/7	Un Bridgeport
Divito	Johnna	6th/22	615/22	American College of Educ.
Doms	Gregory	BA/5	MA/5	Southern CT SU
Drew	J Michael	BA/15	MA/15	Un New England; Walden Un
Ferrari	Lindsay	6TH/14	615/14	Lindenwood Un
Freitas	Ashley	6TH/10	615/10	Lindenwood Un
Guerrera	Olivia	BA/5	MA/5	Western Gov Un
Helman	Emma	MA/6	M15/6	Central CT SU
Koxha	Rozeta	MA/12	M15/12	Augustana Un
Larson	Jaime	M15/17	6TH/17	Idaho St Un; Southern CT SU
Lillian	Jennifer	M15/9	6TH/9	Post U; Dominican U of CA; Oklah. Christian U
Lindley	Carly	M15/15	615/15	Lindenwood Un
Matthews	Heather	MA/14	M15/14	Southern CT SU
Pelletier	Allison	MA/17	6TH/17	Un St. Joseph; Grand Canyon Un
Plachcinski	Stephany	MA/10	M15/10	Walden Un; WCSU; Un St. Joseph
Poulter	Kara	MA/10	M15/10	Oklahoma Christian Un
Pronovost	Melissa	MA/14	M15/14	Oklahoma Christian Un
Sanchez	Maria	MA/7	M15/7	Western CT SU
Smith	Leah	6TH/10	615/10	Quinnipiac Un

Tiru	Eddie	BA/15	MA/15	Un Phoenix; Fairfield Un
Tucker	Alexis	BA/5	MA/5	So New Hampshire Un
Valetta	Marnie	BA/14	6th/14	Southern CT SU; Un St. Joseph
Verderame	Kayla	BA/10	MA/10	Central CT SU

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.6

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Name	*Assignment*	*Effective*
Acevedo, Aida	World Language-Spanish/WHS	06/30/24
Grant, Nataine	STEM Coach/District-wide	04/12/24
Park, Pauline	HS Music/WAMS	06/30/24
Schwarz, Kathryn	SS Grade 6/W. Cross	05/03/24

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.7

April 25, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Name	*Assignment*	*Effective*
LeBlanc, Michele	Special Education/WAMS	09/30/24

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



April 3, 2024 through
April 23, 2024

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 20, 2024
REVISED

Derek Yates
464 Sylvan Ave.
Waterbury, CT 06706

Dear Mr. Yates:

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. #20240338) 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 28, 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 **April 1, 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

March 21, 2024

Felicia Iovino
57 Blake St.
Waterbury, CT 06708

Dear Ms. Iovino:

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 #20240664) 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, March 28, 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 April 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

March 22, 2024

Iris Perez
73 Garden Circle, Apt. B
Waterbury, CT 06704

Dear Ms. Perez:

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 #20240662) 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, March 28, 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 April 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

Constant Contact Survey Results

Campaign Name: District Wide Climate Survey March 2024

[redacted]

Survey Submits: 704

Export Date: 03/21/2024 03:45 PM

MULTIPLE CHOICE

The Superintendent fosters a positive working environment for teachers and promotes a friendly, collaborative environment for all professional staff.

Answer Choice	0% 100%	Number of Responses	Responses Ratio
A		18	2%
B		50	7%
C		167	23%
D		211	29%
F		258	36%
	Total Responses	**704**	**100%**

MULTIPLE CHOICE

Is the Superintendent an effective communicator who promptly and effectively addresses District-wide safety related issues?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		137	19%
No		560	80%
	Total Responses	**697**	**100%**

MULTIPLE CHOICE

Do you feel safe in your building (including hallways, lunchrooms, classrooms):

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		347	49%
No		354	50%
	Total Responses	**701**	**100%**

MULTIPLE CHOICE

My employee morale as a Waterbury educator is:

Answer Choice	0% 100%	Number of Responses	Responses Ratio
High		40	5%
Average		234	33%
Low		427	60%
	Total Responses	**701**	**100%**

MULTIPLE CHOICE

Do you view the Waterbury Public Schools as a toxic work/learning environment.

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		443	63%
No		256	36%
	Total Responses	**699**	**100%**

MULTIPLE CHOICE

Has the Superintendent created a work environment that makes you want to stay in Waterbury as a teacher?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		89	12%
No		611	87%
	Total Responses	**700**	**100%**

MULTIPLE CHOICE

The Superintendent fosters an environment that allows school administrators to handle student discipline issues in an effective manner and to capably ensure teacher and student protection in the classroom

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		95	13%
No		601	86%
	Total Responses	**696**	**100%**

MULTIPLE CHOICE

Do you believe that current student discipline policies and protocols ensure that you and your students are safe in the classroom

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		91	13%
No		604	86%
	Total Responses	**695**	**100%**

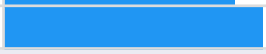
MULTIPLE CHOICE

Do you feel that teacher protection and student safety is a priority of the Superintendent and the School District?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		100	14%
No		596	85%
	Total Responses	**696**	**100%**

MULTIPLE CHOICE

I would assign the following letter grade to the Superintendent’s overall performance. Choose one: A,B,C,D,F

Answer Choice	0% 100%	Number of Responses	Responses Ratio
A		16	2%
B		42	5%
C		145	20%
D		233	33%
F		266	37%
	Total Responses	**702**	**100%**

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 1, 2024

Robert Kelly
89 Alder St.
Waterbury, CT 06708

Dear Mr. Kelly:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240790) 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, April 11, 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 April 12, 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
Michal Konopka, School Insp
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

April 1, 2024

Alexis Rijos
120 Chambers St.
Waterbury, CT 06708

Dear Ms. Rijos:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position 17.12 per hour. Please contact Dr. Wilson, Principal @ Walsh Elementary School at (203) 574-8164 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 9, 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 May 2, 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
Dr. Wilson, Princ @ Walsh ES
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

April 1, 2024

Donnalene Mitchell
38 Keefe St.
Waterbury, CT 06706

Dear Ms. Mitchell:

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 #20240665) 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, April 11, 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 April 12, 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

April 3, 2024

Evan Swain, Jr.
44 Chipper Rd.
Waterbury, CT 06704

Dear Mr. Swain, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240792) 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, April 11, 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 April 12, 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
Michal Konopka, School Insp
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

April 3, 2024

Lazarus Zimmerman
75 Midfield Dr., Apt. 17
Waterbury, CT 06705

Dear Mr. Zimmerman:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240791) 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, April 25 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 April 26, 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
Michal Konopka, School Insp
File

April 3, 2024

Re: Superintendent Ruffin's contract renewal

Hello Waterbury Board of Education and fellow stakeholders.

My name is Jaime Rodriguez. I am a Waterbury resident and the parent of four children, three of which are still current Waterbury Public School students. Our oldest daughter is a graduate of Waterbury Public Schools and happily also a college graduate. I am writing in regards to Superintendent Ruffin's contact renewal discussion around renewing her contract for 1 year or 3 years.

We are all well aware of the state of Waterbury Public Schools. There are many many areas that need improvement and there are areas that are doing great things for our students and their families. My three youngest children have been lucky to be accepted into Magnet schools for most of their educational career. I say they are lucky because I have seen first had the difference in the magnet vs the district public schools in Waterbury and I am relieved that my youngest children have the opportunities that my oldest child did not. Despite my children's experience in Waterbury Magnet Schools being overall positive, the Magnet schools are not without areas of need. I have concerns regarding violence and aggression in all the schools, poor school lunch and nutrition programs at schools, extended teacher vacancy, poor teacher morale and teacher burn out. I am also proud to see the numerous opportunities for students in academic and extracurricular enrichment, programming for extensive Social Emotional Learning programs for our students and Cultural Diversity in our teachers and staff. I am happy to see the efforts and engagement of the Superintendent, Board of Education, School Administrators, teachers and staff with the students, families and community.

I have listened to the Board of Education meetings and heard the many valid concerns and complaints of teachers, staff, students, families and Waterbury Mayor. I appreciate all those that have stood up to speak on behalf of all our Waterbury students and identify areas of concern and needs in the Waterbury Schools. However, ***I do not believe a shortened contract of Superintendent Ruffin is the answer or a solution focused path to address these needs and concerns.***

I am a Licensed Marriage and Family therapist by trade and work in all kinds of systems, large and small, addressing communication deficits, conflict resolution, variant perspectives and goals as well as collaborative approaches. From my personal and professional perspective, it is my opinion that Superintendent Ruffin and the Waterbury Board of Education has shown the intent and matching action steps to address these valid concerns regarding the Waterbury Public Schools. Reducing the Superintendent's contract to a 1 year term would not facilitate solution focused steps to rectify these needs. The ongoing actions, advisory boards, parent and teacher engagement opportunities are in place and deserve the time to do the hard work of collaboration. ***It is in my opinion, that Superintendent Ruffin should be granted a 3 year contract renewal and the opportunity to harvest the seeds of hard work she has planted in our community and schools.***

I have not always agreed with Superintendent Ruffin's decisions and actions, however, I do acknowledge her hard work and intent to better our schools. Communities are not made strong through complete agreement but through respectful discourse and the foundation of shared commitment.

Please take my perspective as a Waterbury Public School student parent, Waterbury resident and mental health professional into consideration in your discussion and decision regarding Superintendent Ruffin contract renewal.

Thank you for your time and attention to this very important matter and please give Superintendent Ruffin a 3 year contract renewal.

Feel free to reach out to me with any further questions or if I can assist further.

Jaime Rodriguez, LMFT

Parent of Waterbury Public School Students
Fundamental Family Therapy, Llc
Advocacy Chair, CTAMFT
Family TEAM Lead, AAMFT
Jmerodriguez2031@yahoo.com

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 4, 2024

Christine Farris
21 Westmont Dr.
Waterbury, CT 06708

Dear Ms. Farris:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Human Resources Generalist (Req. #2023286) at $71,682.11 per year. Please contact Juan Mendoza, Assistant Superintendent of Schools at (203) 574-8000 ext. 11207 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 11, 2024 at 10:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 11, 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,

Tara Shaw
Director of Human Resources

TS/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Juan Mendoza, Asst Supt of Schools
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 4, 2024 **REVISED**

Alexis Rijos
120 Chambers St.
Waterbury, CT 06708

Dear Ms. Rijos:

Welcome to employment with the City of Waterbury. **Your name is being certified to the Department of Education –Walsh Elementary School for the position of Administrative Associate I** at 17.12 per hour. Please contact Dr. Wilson, Principal @ Walsh Elementary School at (203) 574-8164 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 9, 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 May 2, 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
Dr. Wilson, Princ @ Walsh ES
file

08-April-2024
Request for Early Graduation Consideration
Sha-Asia Dixon

I hope this letter finds you well. I am Sha-Asia Dixon, a diligent student at Crosby High School would like your support in my pursuit of early graduation in 2024. My academic record, marked by consistent dedication and high performance, is a testament to my readiness for this next step. I have thoroughly considered this decision, and I am confident it aligns seamlessly with my educational aspirations and life goals.

To me, education epitomizes not just a journey but a testament to resilience, determination, and the relentless pursuit of excellence. My ambition to graduate early stems from a deep-seated need to rise to the challenges I face and honor the commitments that chart my future course , I feel as need i need to experience the outside life with my career i want to be a Hairstylist in Cosmetology and feel as if my life in Waterbury is stopping from trying to pursue my dreams as early as i try.

My journey has not been without its challenges. The hurdle of delayed state test result transfers i stayed back in elementary school and have been trying to catch up since i was able to rise above the negative elements of my environment , I have been way proactive with my work these past couple of years and have all credits to have all rights to graduate with the class of 2024 the class i were suppose to graduate with originally.

While my current GPA stands at 2.647 with 17 credits I also will meet all of my requirement courses by the end of this school year that includes mastery based credit , I am fully committed to enhancing my academic performance. I am eager to take on additional coursework, engage in rigorous study, and take decisive action to elevate my GPA and accrue the necessary credits to graduate ahead of time. This proactive approach is a clear indication of my determination to achieve early graduation

My resolve to maintain focus, inspire my peers, and sustain my motivation

underscores my preparedness for the forthcoming chapter in my life. This drive for early graduation is more than a personal aspiration that i want to show others like this also more to life than just being trap in your own environment i have overcome many challenges living in Waterbury that make me want to change my life and surroundings each day because Waterbury just gets worse and worse i want to become a role model to others show them their is other adversity seeking in this world more opportunities to achieve more and find what defines you.

In light of my circumstances, in which I had no independent control, including familial and financial challenges, I have learned to appreciate my past and foster growth to aspire toward specific college and career endeavors; early graduation has become imperative. I am eager to embark on a distinct career trajectory, and I am confident that with the academic foundation I have built—and will continue to fortify—I am well-equipped to excel in my chosen field and encourage my peers and others who may fall short due to life circumstances and setbacks.

In conclusion, early graduation is not merely a milestone for me; it is a powerful affirmation of my capacity to transform setbacks into stepping stones and to emerge more resilient. I would be immensely grateful for your consideration of my request, and for any guidance or support you can provide as I strive to turn this possibility into reality.

Thank you for your attention to this matter. I eagerly await the opportunity to discuss this further and am available for any meetings or discussions at your earliest convenience.

Warm regards,

Sha-Asia Dixon

Crosby HighSchool

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 9, 2024

Melanie Lopez
357 Wilson St., 1st Fl
Waterbury, CT 06708

Dear Ms. Lopez:

This is to inform you that your request for a voluntary demotion to a Paraprofessional I (Req. #2024113) in the Department of Education @ Reed Elementary School has been approved. Your rate of pay in this new assignment will be $18.20 per hour.

Your official start date in this position was April 1, 2024.

I hope that you are happy in your new assignment.

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

April 10, 2024

Jonathan Castro
76 Sherman Ave., Apt. 1
Waterbury, CT 06704

Dear Mr. Castro:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240811) 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, April 25, 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 April 18, 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
Michal Konopka, School Insp
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

April 11, 2024

Deanna Cruz
74 Ledgeside Ave.
Waterbury, CT 06708

Dear Ms. Cruz:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240837) at $20.02 per hour.

Your official start date in this position will be April 18, 2024.

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.

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 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 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
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

April 17, 2024

Warmer Weather and Dress Code Guidance

With March weather always full of surprises, April always seems to be a better month to highlight dress code guidance. As the string of warmer days would indicate, prom season is coming up fast. With the excitement and anticipation Spring brings to our schools, it's also a time when we can expect students to push the boundaries of acceptable school attire generally and with prom wear specifically. As you review your dress code policies, it will be prudent to consider various factors to ensure your policies and practice are aligned with legal decisions, Federal regulations, and State law.

In CABE's Dress and Grooming (5132) sample policy, the *Policy Background Information for Policy Review Committee* drafted in 2019 provides a general background and a framework for considering appropriate and legally defensible guidelines related to dress code policy and adherence. It notes, for example, that the provisions of the code must promote *legitimate educational interests*. These interests include the need to avoid disruption of the *educational process, student safety,* or *maintenance of the physical plant*. It also importantly emphasizes that the code must be enforceable and fairly applied.

The "fairly applied" standard is significant as the American Civil Liberties Union emphasizes that dress codes are legal as long as they do not "treat boys and girls differently, force students to conform to sex stereotypes or censor particular viewpoints. This includes protections for transgender, non-binary gender, or any other students who may choose to dress in nontraditional ways."

Related to protections for transgender students, Shipman & Goodman, in a 2023 CAS Mailbag on transgender access to locker rooms, provides useful guidance applicable to this topic as well as noting there are state protections for transgender and gender-nonconforming students. Connecticut law, Conn. Gen. Stat. §10-15c requires that students in our public schools have an equal opportunity to participate in school activities without discrimination on the basis of their gender identity or expression.

> Beyond ensuring transgender students have access to school activities, which would include proms, and express their identity through the clothes they wear, staff should remain cognizant of their role in protecting student privacy rights identified in the Family Educational Right and Privacy Act (FERPA) Shipman & Goodwin notes that though you may not have the ability to prevent others from finding out about the student's gender identity and transgender status, it is important that you make every effort to keep this information private and avoid confirming other students' suspicions through a group conversation or otherwise.

> In addition, when you are determining whether or not a specific staff member should have access to this information, you must remember to consider whether that individual has a legitimate educational interest related to such disclosure and only provide the information to those who do (and not to all staff generally). Such a group conversation could also be considered discrimination under federal and state antidiscrimination laws. Under applicable law, sex discrimination occurs when a person, because of their sex (here, gender identity and expression), is denied participation in or the benefits of any education program or activity. (Excerpted from the CAS Legal Mailbag, Shipman & Goodwin LLP, April 6, 2023)

Also useful in guiding current practice, the National Education Association has published a document to help Boards of Education establish policies and resolutions. The following is excerpted from its Sample School Board Resolution on LGTBTQ+:

WHEREAS, in a landmark opinion, Bostock v. Clayton County decided on June 15, 2020, the Supreme Court recognized that discriminating on the basis of actual or perceived sexual orientation or gender identity is always a form of sex discrimination, and federal law prohibits sex discrimination in employment and education;

WHEREAS, The US Department of Education and the US Department of Justice have recognized that the Supreme Court's reasoning in the Bostock decision applies to Title IX of the Education Amendments of 1972 and that Title IX prohibits discrimination against harassment of students and school employees based on their gender identity and sexual orientation;

WHEREAS, Title IX and other federal civil rights laws prohibiting discrimination on the basis of gender identity and sexual orientation preempt local and state laws that conflict, and failure to comply with the requirements of Title IX may jeopardize the District's federal funding;

WHEREAS, Lesbian, Gay, Bisexual, Transgender Queer/Questioning ("LGBTQ") students experience high rates of bullying, victimization, and harassment at school on the basis of their actual or perceived sexual orientation or gender identity or that of their associates;

WHEREAS, this bullying, victimization, and harassment has led to negative educational outcomes for LGBTQ students, including higher rates of dropping out, higher rates of absenteeism, and lower postsecondary school aspirations;

WHEREAS, LGBTQ students also report higher rates of anxiety and depression;

WHEREAS, creating a welcoming and safe environment for our LGBTQ students, staff, families, and caregivers makes our public schools more welcoming and safe for all.

WHEREAS, educational personnel are often the primary sources of support, resources, and information to assist and support students and student learning, which includes their social and emotional health…
(excerpted from Strengthening Public Schools for Student Success: School Board Policies and Resolutions, (Sample School Board Resolution on LGBTQ+ Issues, NEA, 2023)

As referenced earlier, it's important to note that Connecticut's state statutes protect students and staff from discrimination based on gender identity or expression and sexual orientation. These laws are found in Title 10, our K-12 public education laws (Section 10-15c), and Title 46a, our civil/human rights laws (Section 46a-51 et seq.).

Beyond the legal references, Boards of Education, through their policies, can express their deep and unwavering commitment to ensuring all students feel a sense of belonging and safety in the districts they serve. Ensuring policies remain compliant with the rapidly evolving legal landscape and express support for all students will remain both critical and challenging. Ensuring staff remain aware of these policies and Title IX Regulation updates will be important as well.

As Shipman advises in the earlier referenced CAS Mailbag, "It is a good idea to remind staff members of the school district's policies and regulations regarding discrimination, harassment, bullying, and Title IX. If your students are struggling with concepts related to gender identity and expression, you could consider identifying members of your staff who have received training on issues related to gender identity and expression and who can serve as resources to students." It's also advisable to ensure your dress code policies are up to date and conform with recent legislation and court decisions.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 17, 2024

Keyla Danzot
230 Alder St., 3rd Fl.
Waterbury, CT 06708

Dear Ms. Danzot:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240783) at $20.02 per hour.

Your official start date in this position will be April 25, 2024.

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.

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 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 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
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

April 18, 2024

Jennifer Marino
79 Shadybrook Lane
Waterbury, CT 06706

Dear Ms. Marino:

Your name is being certified to the Department of Education for the position of Senior Human Resources Generalist (Req. #2024048) at $97,127.92 per year.

Your official start date in this position was April 11, 2024

Please contact Juan Mendoza, Assistant Superintendent of Schools at (203) 574-8019 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 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Cherrie L. Lamb
Assistant Director of Human Resources

CLL/sd
cc: Board of Education
Dr. Ruffin, Supt. of Schools
Juan Mendoza, Asst. Supt.
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

April 19, 2024

Keisha Chisholm
24 Blueridge Dr., M7
Waterbury, CT 06704

Dear Ms. Chisholm:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I at $17.12 per hour. Please contact Sydney Molina, Office Manager at (203) 574-8000 ext11245 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 25, 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 April 26, 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
Darren Schwartz, Deputy Supt.
Sydney Molina, Office Mgr
file